

Exhibit B

Remaining Invoices

EMC² EMC Corporation
176 South Street
where information lives® Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62104438	North Ameri Misc	NET 30
Waybill No.	Customer PO	Due Date
LBU SA0000042955/1295-1161004177		12-26-07

Document No.
5202069390
Document Date
11/26/07

Invoice

Page 1

Bill To: LEHMAN BROTHERS
PO BOX 2339
SECAUCUS NJ 07096
UNITED STATES

Ship To: LEHMAN BROTHERS INC
70 HUDSON ST
JERSEY CITY NJ 07302
UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
62104438	US158089_132161326					0.0
Item	Description					
PS-CUS-SMAEXP	SMARTS BILLBACK EXPNS					
			Qty	Unit Price	Extended Price	
			1.0	180.00	180.00	
PS-CUS-SMAEXP	SMARTS BILLBACK EXPNS					
			1.0	321.50	321.50	
Tax:						35.11
Total:						\$ 536.61

Past Due Amounts will bear interest at rate of 1.5% per month	The commodities are licensed by the U.S. Diversion contrary to US Law is prohibited.	All prices are in USD
Comments: If you have questions, for prompt attention, please contact us at invoiceinquiries@emc.com .	Remit To: EMC Corporation 4246 Collections Center Drive Chicago, IL 60693	

EMC²
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EMC Corporation
176 South Street
Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62443272	Tijuana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	LBUSA-0000056271	06-10-08

Document No.
5204050652
Document Date
05/11/08

Invoice

Page 1

Bill To: LEHMAN BROTHERS
PO BOX 2339
SECAUCUS NJ 07096
UNITED STATES

ShipTo: LEHMAN BROTHERS
27 COMMERCE DR
CRANFORD NJ 07016
UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
	US158089_132161326		DESTINATION			0.0
Item	Description			Qty	Unit Price	Extended Price
LEASE ITEM	LEASE ITEM IMPORTED FROM INFOLEASE			1.0	6526.0	6,526.00
Tax:						
Total:				\$ 6,526.00		

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Remit To: EMC Corporation 4246 Collections Center Drive Chicago, IL 60693		

EMC²
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EMC Corporation
176 South Street
Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

Bill To: LEHMAN BROTHERS
PO BOX 2339
SECAUCUS NJ 07096
UNITED STATES

Ship To: LEHMAN BROTHERS INC
85 10TH AVE
FL 7
NEW YORK NY 10011
UNITED STATES

Invoice

Page 1

Document No.
5204050653
Document Date
05/11/08

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62443216	Tijana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	LBUSA-0000056271	06-10-08

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
	US158089_132161326		DESTINATION			0.0
Item	Description	Qty	Unit Price	Extended Price		
LEASE ITEM	LEASE ITEM IMPORTED FROM INFOLEASE	1.0	6526.0	6,526.00		
				Tax:	546.55	
				Total:	\$ 7,072.55	

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Comments: If you have questions, for prompt attention, please contact us at InvoiceInquiries@emc.com.		Remit To: EMC Corporation 4246 Collections Center Drive Chicago, IL 60693

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62443272	Tijuana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	LBUSA-0000056271	09-10-08

Invoice

Page 1

Bill To:	Ship To:
LEHMAN BROTHERS PO BOX 2339	LEHMAN BROTHERS 27 COMMERCE DR
SECAUCUS NJ 07096 UNITED STATES	CRANFORD NJ 07016 UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
	US158089_132161326		DESTINATION			0.0
Item	Description					
LEASE ITEM	LEASE ITEM IMPORTED FROM INFOLEASE			Qty	Unit Price	Extended Price
				1.0	6526.0	6,526.00
				Tax:		
				Total:		
				\$ 6,526.00		

Past Due Amounts will bear interest at rate of 1.5% per month	The commodities are licensed by the U.S. Diversion contrary to US Law is prohibited.	All prices are in USD
Comments: if you have questions, for prompt attention, please contact us at invoiceinquiries@emc.com .		Remit To: EMC Corporation 4246 Collections Center Drive Chicago, IL 60693

EMC²
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EMC Corporation
176 South Street
Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

Bill To:
LEHMAN BROTHERS
PO BOX 2339
SECAUCUS NJ 07096
UNITED STATES

ShipTo:
LEHMAN BROTHERS INC
85 10TH AVE
FL 7
NEW YORK NY 10011
UNITED STATES

Invoice

Page 1

Document No.
5204051782
Document Date
08/11/08

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62443216	Tijana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	LBUSA-0000056271	09-10-08

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
	US158089_132161326		DESTINATION			0.0
Item	Description					
LEASE ITEM	LEASE ITEM IMPORTED FROM INFOLEASE			Qty	Unit Price	Extended Price
				1.0	6526.0	6,526.00
				Tax:	546.55	
				Total:	\$ 7,072.55	

Past Due Amounts will bear interest at rate of 1.5% per month	The commodities are licensed by the U.S. Diversion contrary to US Law is prohibited.	All prices are in USD
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EMC Corporation
176 South Street
Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62442957	Tijana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	PSO# 631997	02-10-08

Document No.
5207116770
Document Date
01/11/08

Invoice

Page 1

Bill To: LEHMAN BROTHERS INC
70 HUDSON STREET
9TH FLOOR
JERSEY CITY NJ 07302
UNITED STATES

Ship To: LEHMAN BROTHERS INC
70 HUDSON STREET
9TH FLOOR
JERSEY CITY NJ 07302
UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
CPQ0342986	US3557_42195527					806381.0
Item	Description			Qty	Unit Price	Extended Price
PS-CUS-EMC	GENERIC CUSTOM SERVICES			1.0	11428.00	11,428.00
				Tax:	799.96	
				Total:	\$ 12,227.96	

Past Due Amounts will bear interest at rate of 1.5% per month	The commodities are licensed by the U.S. Diversion contrary to US Law is prohibited.	All prices are in USD
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EMC Corporation
176 South Street
Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62442957	Tijana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	PSO# 631997	04-25-08

Document No.
5207122014
Document Date
03/26/08

Invoice

Page 1

Bill To: LEHMAN BROTHERS INC
70 HUDSON STREET
9TH FLOOR
JERSEY CITY NJ 07302
UNITED STATES

Ship To: LEHMAN BROTHERS INC
70 HUDSON STREET
9TH FLOOR
JERSEY CITY NJ 07302
UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
CP00342986	US3557_42195527					806381.0
Item	Description			Qty	Unit Price	Extended Price
PS-CUS-EMC	GENERIC CUSTOM SERVICES			1.0	18000.0	18,000.00
				Tax:		
				Total:		\$ 18,000.00

Past Due Amounts will bear interest at rate of 1.5% per month	The commodities are licensed by the U.S. Diversion contrary to US Law is prohibited.	All prices are in USD
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EMC² *EMC Corporation*
176 South Street
Hopkinton, MA 01748-9103
(508) 435-1000
EMC Tax Code:
04-268009

Bill To: LEHMAN BROTHERS
70 HUDSON ST
FL 9
JERSEY CITY NJ 07302
UNITED STATES

Ship To: LEHMAN BROTHERS
70 HUDSON ST
FL 9
JERSEY CITY NJ 07302
UNITED STATES

Invoice

Page 1

Document No.
5207134476
Document Date
09/08/08

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62599641	Tijana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	LBUSA-0000061291	10-08-08

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
CPQO372296	US158089_132252178					828049.0
Item	Description			Qty	Unit Price	Extended Price
PS-CUS-RESID	RESIDENCIES EFFORTS			1.0	110934.09	110,934.09
PS-CUS-EMC	GENERIC CUSTOM SERVICES			1.0	59600.00	59,600.00
Tax:						
Total:					\$ 170,534.09	

Past Due Amounts will bear interest at rate of 1.5% per month	The commodities are licensed by the U.S. Diversion contrary to US Law is prohibited.	All prices are in USD
Comments: If you have questions, for prompt attention, please contact us at invoiceinquiries@emc.com.		Remit To: EMC Corporation 4246 Collections Center Drive Chicago, IL 60693

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 176 South Street
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 (508) 435-1000
 EMC Tax Code:
 04-268009

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62599641	Tijana Johnson	NET 30
Waybill No.	Customer PO	Due Date
	SOW 683490	10-29-08

Document No.
5207137550
Document Date
09/29/08

Invoice

Page 1

Bill To: LEHMAN BROTHERS
 70 HUDSON ST
 FL 9
 JERSEY CITY NJ 07302
 UNITED STATES

Ship To: LEHMAN BROTHERS
 70 HUDSON ST
 FL 9
 JERSEY CITY NJ 07302
 UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
CPQ0372296	US158089_132252178					828049.0
Item	Description		Qty	Unit Price	Extended Price	
PS-CUS-RESID	RESIDENCIES EFFORTS		1.0	112467.18	112,467.18	
PS-CUS-EMC	GENERIC CUSTOM SERVICES		1.0	60423.82	60,423.82	

Tax:	
Total:	\$ 172,891.00

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EMC² *EMC Corporation*
176 South Street
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(508) 435-1000
EMC Tax Code:
04-268009

EMC Sales Order No.	EMC Sales Contact	Payment Terms
62865822	Tijuna Johnson	NET 30
Waybill No.	Customer PO	Due Date
	LBUSA-0000072755	10-05-08

Document No.
5207134263
Document Date
09/05/08

Invoice

Page 1

Bill To: LEHMAN BROTHERS
PO BOX 2339
SECAUCUS NJ 07096
UNITED STATES

ShipTo: AURORA LOAN SERVICES INC
10350 PARK MEADOWS DR
LITTLETON CO 80124
UNITED STATES

Deal Number	Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	PAS Project#
CPQO423594	US158089_132161326					910371.0
Item	Description					
PS-BAS-CEBLK	EMC CUSTOMER ENGINEER 4 HOUR BLOCK					
			Qty	Unit Price	Extended Price	
			4.0	1690.0	6,760.00	
Tax:						
Total:						\$ 6,760.00

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Comments: If you have questions, for prompt attention, please contact us at invoiceinquiries@emc.com .		
Remit To: EMC Corporation 4246 Collections Center Drive Chicago, IL 60693		

Sep 03 08 02:45p

p. 1



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Fax Cover Sheet

SO# 62865822

Is order Shipping (Select one): ☐
If partial shipment, list all MODELS that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 9/3/2008

INVOICE #

From: Loren Bednor

To: 5207134263

GRO Analyst:* LUGINBUHL, NICOLE

Quote Number:* 1 0 0 1 8 6 7 6 5 1

Bill To Customer: Lehman Brothers

Ship To Customer: Aurora Loan Services

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: _____

Doc. Type 2: _____

**** Comments ****

* Required field for OCR

Sep 03 08 02:45p

p. 2

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
LEHMAN BROTHERS
Jersey City NJ 07302
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000072755	Sep-03-2008		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6468	USD	

Ship To: AU3XXVBLDG Attn: Dukart, Scott
10350 Park Meadows Drive
AURORA LOAN SERVICES
Littleton CO 80124
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt?	Tax Exempt ID:	Replenishment Option:	Standard
1- 1	PARKRIDGE 6 POWER DOWN PROJECT -	Mfg ID	Quantity UOM
	EMC ON-SITE BREAK/FIX SUPPORT		PO Price
			Extended Amt
			Due Date

Schedule Total 6,760.00

Item Total 6,760.00

TSR #978895

Total PO Amount 6,760.00

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE, TERM; TERMINATION -- These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal, upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES -- Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on this Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

DELIVERY AND ACCEPTANCE; RISK OF LOSS, CUSTOMER'S PROPERTY -- Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer.

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own

Signature not required on emailed Pos

Sep 03 08 02:45p

P. 3

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
LEHMAN BROTHERS
Jersey City NJ 07302
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Purchase Order		Date		Revision		Dispatch via E-Mail	
LBUSA-0000072755		Sep-03-2008				Page 2	
Payment Terms		Freight Terms		Ship Via			
Net 30		Destination, PPD		Common			
Buyer		Phone		Currency			
Holmes, Mary		1 201 499 6468		USD			
Ship To:		AU3XXVBLDG		Attn: Dukart, Scott			
		10350 Park Meadows Drive					
		AURORA LOAN SERVICES					
		Littleton CO 80124					
		United States					
Bill To:		P O. Box 2339					
		Secaucus NJ 07095					
		United States					

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Information and that of its affiliates and clients as part of its business. Use includes use by or on behalf of Customer or Customer's affiliates, and use by third parties under contract to provide services to Customer or its affiliates, on any number of PCs and in any number of instances, subject to the restrictions set forth herein. If applicable, Use also includes the right of Customer to freely use and distribute, internally within Customer, among Customer's affiliates, and with Customer's clients, data produced by the Software, including data in any proprietary formats used by the Software. Customer may make a reasonable number of copies of the Software solely for backup, training, archiving, testing and disaster recovery. "Software" means the software programs listed in this Order and any upgrades, updates, enhancements, modifications, alterations, improvements, revisions, releases, and new versions. Customer may transfer the Software from one hardware platform or operating system to another (or both) for which the Software is or becomes generally available, at no additional charge. Customer will not modify, reverse assemble, or reverse compile any part of the Software, except as permitted by applicable law. Customer may make copies of and incorporate any documentation for the Software in other works prepared for Customer's business, so long as all intellectual property notices of Supplier are included as they appear on or in the documentation.

COMPLIANCE WITH LAWS - In connection with the products provided and/or services performed hereunder, Supplier shall at Supplier's sole cost, comply with, and shall require all Suppliers, subcontractors and/or consultants retained by Supplier to comply with (i) all requirements of applicable laws, orders, rules and regulations of governmental authorities, and (ii) all policies, rules and regulations of Customer (including, without limitation, Customer's policies regarding security and testing for controlled substances) and of the building in which the products are provided and/or the services are to be performed. Supplier shall not file any mechanic's or materialman's lien or claim against Customer's property nor against the buildings in which the products are provided and/or the services are performed, nor shall Supplier suffer or permit any such lien to be filed by any of its subcontractors and/or consultants.

CONFIDENTIALITY - Supplier shall preserve as confidential all information related to the business activities of Customer and its affiliates, clients, and entities with whom Customer does business that may be obtained by Supplier from any source (such information, together with the existence and terms of this Order, constituting the "Confidential Information"). Supplier shall hold Confidential Information in trust and confidence for Customer and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Customer in writing, and to limit access and disclosure of such Confidential Information to Supplier's personnel on a "need to know" basis only. Confidential Information does not include any particular information that the Supplier can demonstrate (i) is currently in the public domain, (ii) was previously known to Supplier free from any obligation to keep it confidential, (iii) was or is publicly disclosed by or on behalf of the Customer either prior to or subsequent to the receipt of such information by Supplier, (iv) is independently developed by the Supplier without any access to or use of Confidential Information of Customer, or (v) is rightfully obtained by Supplier from a third party lawfully in possession of the Confidential Information and who is not bound by confidentiality obligations to Customer. Supplier may disclose Confidential Information of Customer if required to do so under applicable law, rule or order provided that Supplier, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure so that Customer may seek a protective order or other appropriate remedy, and provided further that Supplier discloses no more Confidential Information of the Customer than is reasonably necessary in order to respond to the required disclosure. At any time at the request and option of the Customer and in the event of termination or expiration of the Order (or any part thereof), Supplier agrees to promptly: (i) return to Customer the Confidential Information; or (ii) destroy or permanently erase (on all forms of recordation) the Confidential Information and, if requested by Customer, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased. In addition, Supplier acknowledges and agrees that any disclosure of Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.

Signature not required on emailed Pos

Sep 03 08 02:45p

p. 4

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
LEHMAN BROTHERS
Jersey City NJ 07302
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000072755	Sep-03-2008		3
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6468	USD	

Ship To: AU3XXVBLDG Attn: Dukart, Scott
10350 Park Meadows Drive
AURORA LOAN SERVICES
Littleton CO 80124
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	----------	-----	----------	--------------	----------

WARRANTY -- Supplier warrants that all products sold under this Order are free from defects in material, workmanship and design, and that all services provided under this Order shall be performed in a high-quality, professional and workmanlike manner by qualified personnel.

PUBLICITY -- Supplier will not use the name or marks of, refer to, or identify Customer (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising without the prior written consent of Customer in each such instance.

INSURANCE -- Supplier at its sole cost and expense, shall maintain with insurance companies having a Best's rating of A or better, (i) comprehensive general liability insurance in an amount not less than \$2,000,000 and (ii) automobile liability insurance in an amount not less than \$1,000,000 and (iii) worker's compensation insurance as required by law. Such policies shall include an endorsement naming Customer and any other entities designated by the Customer as additional insureds and shall include a waiver by the insurance carrier of any subrogation rights. Within ten (10) days after the date hereof, Supplier shall deliver to Customer binders or certificates of insurance showing that each policy of insurance which Supplier is required to maintain hereunder is in full force and effect and that the premium therefor has been paid in full and providing that such policies may not be canceled, supplemented, amended or modified before the expiration date thereof without issuing company giving at least thirty (30) days prior written notice to Customer.

INDEMNIFICATION -- Supplier shall, at its own expense, indemnify, defend and hold harmless Customer. Customer's parent, subsidiaries and affiliates and any additional indemnified parties that may be designated by Customer, together with the respective partners, agents, officers, directors and employees of all of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any act or omission or willful misconduct of Supplier or any consultant, engineer or other party retained by Supplier or any of its or their partners, directors, officers, employees, agents or subcontractors; (ii) any breach or default by Supplier in the performance of any of its obligations under this Order, or (iii) any claim that any product and/or services furnished by or on behalf of Supplier, or the use thereof by Customer, constitutes an infringement, misappropriation or unlawful use or disclosure of any intellectual property rights of a third party.

LIMITATION OF LIABILITY -- IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS ORDER; OR (C) ANY UNLAWFUL OR WILLFUL MISCONDUCT BY SUPPLIER.

RECORD RETENTION AND INSPECTION -- During the term of this Order and for a period of at least three (3) years after the date of the final payment under this Order, Supplier will maintain complete and accurate accounting records in connection with products provided and Services performed under this Order, in accordance with generally accepted accounting principles applied on a consistent basis, to substantiate its charges hereunder. Such records will include, without limitation, payroll records, attendance cards, time tracking sheets and job summaries. Supplier will provide Customer or its designees access to such records for audit purposes during the term of this Order and for three (3) years after the date of the final payment under this Order.

BREACH/REMEDIES -- In the event of any breach of this Order by Supplier, Customer may (reserving cumulatively all other remedies and rights under this Order, at law and in equity) terminate this Order, in whole or in part, by giving Supplier thirty (30) days' prior written notice of termination thereof; provided, however, that such termination will not be effective if Supplier has cured the breach of which it has been notified prior to the expiration of such thirty (30) day notice period. Additionally, Customer may terminate this Order for convenience by giving Supplier written notice

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Purchase Order

Lehman Brothers - Americas

70 Hudson Street
LEHMAN BROTHERS
Jersey City NJ 07302
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Purchase Order		Dispatch via E-Mail	
LBUSA-0000072755	Date Sep-03-2008	Revision	Page 4
Payment Terms Net 30	Freight Terms Destination, PPD	Ship Via Common	
Buyer Holmes, Mary	Phone 1 201 499 6468	Currency USD	
Ship To:	AU3XXVBLDG Attn: Dukart,Scott 10350 Park Meadows Drive AURORA LOAN SERVICES Littleton CO 80124 United States		

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Replenishment Option: Standard	Quantity UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	--------------------------------	--------------	----------	--------------	----------

specifying the termination date. In such event, Customer will be obliged to pay Supplier at the agreed upon rates for all products and services accepted by Customer up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges

MISCELLANEOUS - Except to the extent the parties have entered into an agreement covering the products and/or services provided hereunder (in which case such other agreement's terms shall apply), (a) this Order constitutes the entire agreement between the Customer and the Supplier and voids all prior agreements concerning the subject matter hereof; and (b) no modification, amendment, supplement to, or waiver of this Order or any of its provisions shall be binding upon the parties unless made in a writing duly signed by both parties, and specifically referencing these T&Cs, and stating that such modification, amendment, or supplement is made to modify, amend or supplement these T&Cs. No amendment or modification to these T&Cs may be executed via electronic signatures unless the parties first agree in a writing that is not an electronic communication to be bound by electronic signatures. Any purchase order printed on a form provided by Supplier may be used for convenience only, but these T&Cs shall solely control the terms of this Order, and any such terms contained on any form(s) received from Supplier shall be of no force and effect. Failure or delay on the part of Customer to exercise any right hereunder shall not operate as a waiver thereof. Any services performed by Supplier will be performed as an independent contractor, and Supplier will be solely responsible for any applicable payroll or income taxes. This Order shall be governed under the laws of the State of New York, excluding its conflicts of laws rules. If any term, provision or part of these T&Cs is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of these T&Cs will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law. Supplier may not assign this Order or delegate any of its responsibilities hereunder without the prior written consent of the Customer, and any such purported assignment or delegation shall be null and void. Customer may freely assign this order to any affiliate, or to any entity acquiring all or substantially all of its assets or which is a successor by merger to Customer, or to any party acquiring that portion of Customer's business to which the products and/or services purchased or licensed under this Order pertain. Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of the Order (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of this Order and continue in full force and effect thereafter.

Signature not required on emailed Pos

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Page 1 of 3

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_joni@emc.com
Quote #: 1001867651
Date: 03-Sep-2008
Contract:
GSA Deal? No

EMC²
where information lives

176 SOUTH ST
HOPKINTON, MA 01748
United States

Prepared For:
AURORA LOAN SERVICES INC
Scott Dukart
720 945-5956
10350 PARK MEADOWS DR
LITTLETON, CO 80124
US

Bill To:
LEHMAN BROTHERS
ATTN: ACCOUNTS Payable
201-624-2000
PO BOX 2339
SECAUCUS, NJ 07096
US

Ship To:
AURORA LOAN SERVICES INC
Scott Dukart
720 945-5956
10350 PARK MEADOWS DR
LITTLETON, CO 80124
US

Install:
AURORA LOAN SERVICES INC
Mark A. Brendinger
720 945-5136
10350 PARK MEADOWS DR
LITTLETON, CO 80124
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
MISCELLANEOUS								
1	4	PS-BAS-CEBLK	EMC CUSTOMER ENGINEER 4 HOUR BLOCK	EA	6,760	0%	6,760	
Service Sub-total					\$ 6,760	0%	\$ 6,760	

Sep 03 08 02:46p

p. 7

Page 2 of 3

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_toni@emc.com
Quote #: 1001867651
Date: 03-Sep-2008
Contract
GSA Dist? No

EMC²
where information lives

178 SOUTH ST
HOPKINTON, MA 01740
United States

Prepared For:
AURORA LOAN SERVICES INC
Scott Dukart
720-945-5955
10350 PARK MEADOWS DR
LITTLETON, CO 80124
US

Bill To:
LEHMAN BROTHERS
ATTN ACCOUNTS Payable
201-S24-2000
PO BOX 2339
SECAUCUS, NJ 07096
US

Ship To:
AURORA LOAN SERVICES INC
Scott Dukart
720-945-5955
10350 PARK MEADOWS DR
LITTLETON, CO 80124
US

Install:
AURORA LOAN SERVICES INC
Mark A. Brendinger
720 945-5136
10350 PARK MEADOWS DR
LITTLETON, CO 80124
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
--------	-----	------------	-------------	-------	------------------------	----------	------------------------	-----------------------

Proposal Summary

Hardware Summary	\$ 0	0%	\$ 0	\$ 0
Software Summary	\$ 0	0%	\$ 0	\$ 0
Services Summary	\$ 6,760	0%	\$ 6,760	

Total Price (USD)	\$ 6,760
-------------------	----------

Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 0
Annual SW Maintenance Fee	\$ 0

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations).

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Page 3 of 3

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175 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_ton@emc.com
Quote #: 1001887651
Date: 03-Sep-2008
Contract:
QSA Deal? No

Prepared For:		Bill To:		Ship To:		Install:		
AURORA LOAN SERVICES INC		LEHMAN BROTHERS		AURORA LOAN SERVICES INC		AURORA LOAN SERVICES INC		
Scott Dukart		ATTN ACCOUNTS Payable		Scott Dukart		Mark A. Brendinger		
720-945-6955		201 624-2000		720-945-6955		720 945-5138		
10350 PARK MEADOWS DR		PO BOX 2330		10350 PARK MEADOWS DR		10350 PARK MEADOWS DR		
LITTLETON, CO 80124		SECAUCUS NJ 07090		LITTLETON, CO 80124		LITTLETON, CO 80124		
US		US		US		US		
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)

Notes

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or, if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)
Lease of Products - EMC's Master Lease Agreement (MLA)
Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities, if any, during the EMC warranty and/or maintenance period. If Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative
By (Sign) _____
Name (Print) _____
Title _____
Date _____

Rev 060501

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12-31-07 14:25 Pg: 1/13

Fax Cover Sheet

SO# 02442957



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all MODELS that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 12/31/2007

INVOICED 5207116770
AND 5207122014

From: Mike Hovermann (NY/NJ)

To: O'LEARY, ERIN

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 4 9 3 8 5 0

Bill To Customer: Lehman

Ship To Customer: Lehman

Install At Customer: _____

EMC/ESG Order EMC Only

Doc. Type 1: PSOW-Prof Stmt Work

Doc. Type 2: Other

**** Comments ****

Please book \$87,940 on PS-CUS-EMC.

Paperwork Includes PCR. BOE is in Synergy.

* Required field for OCR

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Lehman OnDemand Centera Migration Project

Statement of Work

Prepared for:

Lehman Brothers
70 Hudson Street
Jersey City, NJ 07032
United States

Date: 12/20/07

Prepared by:

EMC Corporation
2 Penn Plaza
18th Floor
New York City, NY 10001
United States

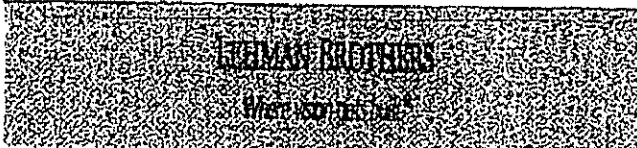
Version 3

Opportunity #/SOW Number: 631997

PAS Number: 806381

DirectExpress Number: 1001493850

This Statement of Work is the Confidential Information of EMC Corporation



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12-31-07 14:25 Pg: 3/13

EMC Corporation

Statement of Work

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Statement of Work

1.0 Executive Summary

This Statement of Work ("SOW") sets forth the terms under which Lehman Brothers (referred to as Lehman throughout this document) has formally engaged EMC Corporation to provide the project consulting and implementation services ("Consulting Services") described in this SOW.

These services will be focused on the refresh of two (2) G3 Centera's with two (2) G4 Centera's.

1.1 Background and Requirements

Lehman has asked EMC to provide the consulting services described within this Statement of Work to assist with the effective and timely migration of data off of two Loaner G4 Centera's to two (2) G4 and G4LP (current Mobius Centera's). In addition provide the Data Erasure services to cleanup the original Mobius Centera's prior to migrating the OnDemand application and the two (2) 9 month loaner Centera's.

This Statement of Work outlines the detailed scope and high-level tasks as well as both EMC and Lehman resources required to complete this effort. This service engagement uses EMC Technology Services resources to required to complete this effort

1.2 Objectives

To successfully install two net new Centera's with 72TB of raw capacity. Migrate the objects stored by Mobius on 2 pairs of Centeras (#1043 & #4679) to the OnDemand application serially (1 pair at a time) using a pair of 12 nodes Gen4LP Centeras. Migrate Centera data in a like for like Centera configuration from Loaner G4 Centera's to original Mobius Centera's and setup IP replication between the frames.

Project Scope:

Currently Lehman Centera pairs have bi-directional replication.

Cranford	→	Livingston
APM00072901043		APM00073600790
Gov Edition		
•24 Nodes G4LP		
•72TB Raw Capacity		
•31TB Used Capacity		
•5TB Growth in 3 months		
 APM00062504679	→	APM00062504681
CE+		
•32 Nodes G4		
•64TB Raw Capacity		
•28TB Used Capacity		
•4TB Growth in 3 months		

Step 1: EMC will install 2 loaner Centera's, 1 each in Livingston & Cranford. These will be replicated pairs. (EMC Base Implementation services x2)

Step 2: Lehman to read the Mobius objects stored on the original Centera #1043, then write these objects using OnDemand to the loaner Centera until all the objects stored on the Centera by Mobius are written to the loaner Centera by OnDemand. This Phase is the responsibility of Lehman. Lehman controls the time and effort.

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Statement of Work

Step 3: After Phase 1 is finished, EMC needs to:

- Wipe out the original Centera (Data Erasure Services 4 Frames)
- Do a C2C migration from the loaner Centera to the original Centera pair #1043

Step 4: EMC to wipe the loaner Centera pair (Data Erasure Services 2 Frames) and prep it for the move of Application #2

Step 5: Same as Phase 2 but for Centera #4679. This Phase is a customer led effort.

Lehman controls the time and effort.

Phase 6: Same as Phase 3 but for Centera pair #4679

Phase 7: EMC to wipe the loaner Centera (Data Erasure Services) and return it to EMC

Note: Lehman expects an approximately 50% reduction in the amount of data to migrate due to "clean up" activity that will be possible during the migration.

The expectation is that the 12 Node loaners will provide sufficient capacity to complete the migrations. EMC will continue to monitor the ingest rate & utilization percentage of the frames. In the event that the expected reductions are not achieved we will be able to see that via the utilization trending, notify Lehman and a change order will be written, submitted for review and approval prior to taking direct action to upgrade the units.

Here are expected requirements to perform this service:

- Modems and active phone lines for all clusters involved in migration.
- Appropriate number of network connections for the each new cluster.
- Appropriate number of IP Addresses for each new clusters
- Floor space and power supplies for two (2) new Gen4 clusters.
- Available network bandwidth must meet or exceed EMC specified Required Network Bandwidth as defined in the planning and design phase.
- Raw capacity used includes clips, blobs, and a mirrored copy for each cluster.
- Net user capacity used excludes the protection copies and/or fragments.
- The Cranford Mobius migration does not exceed 12.7 million unique clips per cluster.
- The Livingston Mobius migration does not exceed 12.7 million unique clips per cluster.

During this engagement, EMC delivers Planning & Design tasks including:

- Installation of two Centera Content Addressable Storage (CAS) systems in Cranford and Livingston Datacenters configured with 7.2 terabytes of raw storage.
- **EMC Centera Integration Assurance**
 - During the EMC Centera Integration Assurance engagement, EMC:
 - Meets with Lehman to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provides Lehman with a list of needed/beneficial updates.
 - Plans and schedules the engagement's installation and configuration tasks.
 - Verifies that all information within all EMC installation pre-documents (CCRF) is completed, verified, and approved (following the EMC Customer Service Change Control procedure) before installation timeframe.
 - Installs Centera Integration Assurance Services within Lehman's environment as defined in the CCRF.
 - Coordinates all resources (EMC and Lehman) necessary to complete the installation.
 - Configure Health Check e-mail home functions per specifications, with EMC Support Center.
 - Configures up to two racks (up to 64 nodes) and up to eight access nodes/IP interfaces for the primary Centera (at a maximum of two locations).

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Statement of Work

- Configures email notification as dictated by the Centera configuration providing:
 - SMTP and SNMP for non-compliant environments.
 - SMTP configuration for compliant environments.
 - Configures Centera Viewer and/or CLI on the designated user station.
 - Configures all necessary IP information including but not limited to IP addresses, DNS, and gateway.
 - Configures replication (if appropriate) and verifies that the target Centera is available and operational.
 - Verifies that the environment is prepared for Centera installation.
 - Verifies the installation and/or configuration results.
 - Verifies Centera readiness for third-party/Lehman applications.
 - Reviews the EMC Centera Integration Assurance Service acceptance requirements with Lehman assigned resource(s).
 - Tests and verifies that the:
 - Centera storage pool is available and operating.
 - Centera is available and operational within the network environment.
 - Centera is operating at proper access speeds. This verification includes Centera-specific access speed not application access speed.
 - Tests and verifies that Centera replication is available and functioning properly.
 - Provides the applicable Centera Integration Assurance Services documentation.
 - Validates the Configuration Guide and updates it as needed based on the implementation and required changes.
- **EMC Data Migration for Centera Conceptual Plan to be based on the following:**
 - Reviews and inventories source and target cluster:
 - Health
 - Capacity
 - Capacity used
 - Node object counts
 - Estimated object sizes
 - Ingest rates
 - Delivers Implementation and Testing tasks including:
 - Configures and sets up the data migration process:
 - Replication configuration and topology.
 - Install and configure C2C Tool client and server software.
 - Reviews and inventories source and target cluster health, capacity, capacity used, node object counts, estimated object sizes, and ingest rates.
 - If target has data written to it, then compares C-Clips from both source and target clusters and EMC will determine if there are any differences.
 - Initializes the data migration process.
 - Remotely monitors the data migration process.
 - Researches, corrects where reasonably possible, and minimally reports data migration exceptions and corruption that are:
 - Related to the data migration process.
 - Not caused by application errors, application abuse of storage system, or user abuse of storage system.
 - Documentation, Functional Overview, and Acceptance
 - Uninstall C2C tool from source and target clusters
 - Submit final configuration documentation

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• **EMC Centera Centera Data Erasure**

The EMC[®] *Certified Data Erasure* service to be provided under this SOW ("Services") overwrites all addressable locations on each disk with pattern of random data using a seven-pass algorithm that aligns with Department of Defense (DoD) 5220.22-M recommendation for sanitizing unclassified data on magnetic non-removable rigid disk.

Upon completion of the erasure process, as detailed herein, this Services offering provides a Certificate of Completion for all disk(s) erased in accordance with this SOW. The Services provided under this SOW also enable Customer to retain failed disks from the specified arrays that cannot be erased and are removed as part of warranty or maintenance service, without breaching their EMC warranty or maintenance agreement.

For further information concerning DoD 5220.22-M, *National Industrial Security Program Operating Manual*, standards refer to:

• **Scope of Services**

Experienced EMC personnel or authorized agents work with Customer staff to deliver the engagement. The scope of this SOW is limited to the following system serial numbers ("Systems") and data center locations only:

• System Serial Number	Data Centera Location
• APM00072901043	Cranford
• APM00062504679	Cranford
• APM00073600790	Livingston
• APM00062504681	Livingston
• Loaner Centera 12 Node	Livingston
• Loaner Centera 12 Node	Cranford

Once the data on the identified Systems has been over-written, it can not be recovered.

During this engagement, EMC:

- Conducts a kick-off meeting to review project scope, expectations, communication plans, and availability of required resources.
- Verifies that the environment meets all hardware and software requirements.
- Validates the site.
- Verifies with the customer which Systems are to be erased, that they are no longer needed or have been migrated, and that the Systems are off-line or otherwise not in use by any application.
- Performs the data erasure process in accordance with the option selected by the customer (if applicable) on all disks in the Systems listed above.
- Following completion of the erasure process, EMC shall provide a Completion Report with the erasure status for all disks erased and a Certificate of Completion in accordance with this SOW.
- Leaves any disk(s) that could not be erased under this SOW in the Customer's possession, and does not remove said disk(s) from the specified site.

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Statement of Work

- Provides replacement disk(s), as to those arrays specified herein, pursuant to the terms of the Customer's existing warranty or maintenance contract.
- For the Loaner Centera's reset the Systems listed above to factory default state. The unique cluster identity (cluster-ID) of the former Centera System will be destroyed.

Out of Scope

EMC provides the Customer with the following deliverables:

Milestone	Deliverable
Implementation and Testing	<ul style="list-style-type: none">• Data erasure as defined in the <i>Project Scope</i> section above.
Documentation, Functional Overview, and Acceptance	<ul style="list-style-type: none">• Completion Report identifying the erasure status of each drive• Certificate of Completion

Customer Obligations for Centera Data Erasure

The Customer must provide EMC with access to required staff at various times throughout the project. EMC is aware that the staff is dedicated to the daily operations of the facilities and will make every effort to limit the demands on these people.

Prior to and during the engagement, the Customer must:

- Prior to, during, and after this SOW, Customer has responsibility for purging and/or erasing and/or destroying any and all retained disks.
- Be responsible for security and control of the disks to be retained and for establishing and maintaining necessary and appropriate disk chain of custody policies and processes for said disks and/or the data center location(s) where the Service is to be performed.
- Verify that the Systems listed above are to be erased prior to engagement.
- Verify that the Systems listed above are no longer in use, and the data is no longer needed, or has been migrated or otherwise backed-up.

Out of Scope:

- Configuring robot, tape devices on Solaris
- Configuring robot, tape devices in Veritas Netbackup
- Configuring client backup software, master/media server backup software
- Configuring Veritas Netbackup policies, jobs, scheduling, etc.
- Configuring tape device on Network Appliance NAS devices (ONTAP)
- Configuring for NDMP backups in Veritas Netbackup and Network Appliance NAS devices
- Installing and configuring host HBA's
- Running FC cables to any host
- Performance analysis of existing backup and new backup environment, including backup hosts, SAN and LAN (except for CDL)

During the Test and Acceptance process, the services outside the scope include, but are not limited to, the following:

Lehman-specific tests not negotiated prior to the implementation.

EMC Corporation

Statement of Work

2.3.7 Location

The Services shall be performed primarily at Lehman's facilities located at 70 Hudson Street, Jersey City, NJ and Cranford datacenter (work sites). However, EMC shall have the option of performing appropriate portions such as planning and documentation at an EMC selected location (the "EMC site").

2.3.8 Primary EMC and Lehman Contacts

Refer to the following table for the EMC and Lehman primary contacts and the method to contact them.

Table 1. Primary Contacts

	EMC Contact	EMC Contact
Name	Mike Ryan	Michael Ryan
Title	Client Solutions Director	Division Manager
Office Number		
Mobile Number	973 632-1601	
E-mail Address	ryan_mike@emc.com	

4.0 Project Guidelines

4.1 Change in Scope

Process

The EMC Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (EMC or Lehman) notifies the EMC Primary Contact who will:

Prepare a preliminary Project Change Request Form to identify the nature of the requested change;

Acknowledge receipt of the Change Request;

Conduct an initial Impact Assessment to determine the effects, if any on the consulting and implementation service's schedule as well as any costs associated with utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change Request affects the consulting and implementation services schedule or costs, EMC shall obtain Lehman's approval before performing the Change Request analysis;

Report the Change Request status in the Progress Reports.

Review and Approval

If Lehman approves a full Change Request analysis, EMC shall prepare a *Project Change Request Form* detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. EMC will incorporate this analysis into a final *Project Change Request Form* containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

Implementation without adjusting current cost or delivery schedule

Implementation with impact to Lehman's cost of delivery schedule

Recommendation as a follow-on project

If EMC finds the project not technically or economically feasible, EMC will provide an explanation detailing the reason.

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Statement of Work

EMC shall reviews the *Project Change Request Form* with Lehman and mark it as "accepted" or "withdrawn," for signature by both parties. If "accepted", the parties shall revise the SOW to update relevant descriptions of consulting and implementation services and invoicing. EMC agrees to contact Lehman IT Procurement immediately upon approval of any Project Change Request Form requiring additional fees and to include Lehman IT Procurement in all discussions regarding cost.

4.2 Work Hours and Time Off

Normal work hours for the resources will be from Monday at 8:00am through Friday at 5:00pm, five days a week. However, EMC acknowledges and agrees that work outside of these hours may be required for the successful and timely completion of the work specified in this Statement of Work. EMC agrees to assign its personnel as necessary for the successful and timely completion of this work at no additional charge to Lehman.

"Normal work hours" shall mean the period during a working day that Lehman expects that a professional performing services for the Lehman should devote to his duties and responsibilities in connection with this Statement of Work. Such period (i) shall consist of substantially all of the professional's business time during such working day (defined as a minimum of 8 hours, excluding lunch hour), (ii) shall include substantially all of Lehman's regular business hours (9:00AM to 5:00PM), unless Lehman shall have otherwise agreed, and (iii) shall include such additional time as the professional's duties and responsibilities in connection with this Statement of Work may reasonably require.

4.3 Completion Criteria

The services to be performed during each Phase and the deliverable, if any, associated with the Phase are described above. The acceptance criteria for each Phase will be Lehman's validation in writing of the successful completion of the applicable portion of the services and presentation of a conforming deliverable, such validation not to be unreasonably withheld.

If EMC, in its reasonable opinion, judges that it has delivered the services and deliverables for a particular Service specified herein, EMC shall send Lehman a written notification certifying such delivery and requesting Lehman's acceptance. If Lehman is satisfied with the performance for that phase, its signature will indicate acceptance. If Lehman indicates that EMC has not satisfactorily completed the phase, the parties will meet and use good faith to resolve difficulties.

5.0 Terms and Conditions

This SOW is issued under the Amendment to Data Processing Technical Services Agreement between EMC Corporation and Lehman Brothers signed on March 30, 2007. If there is any disagreement between the terms and conditions of this SOW and the terms and conditions of the Data Processing Technical Services Agreement, the terms and conditions of the Data Processing Technical Services Agreement shall govern.

6.0 Project Fees and Payment

6.1 Notices

With the exception of Purchase Orders, acknowledgements, invoices, payments and other usual and routine communications, all other notices or writings required or permitted under this SOW, including but not limited to notices of default or breach, shall be signed by an authorized

Fax sent by :

12-31-07 14:27 Pg: 11/13

EMC Corporation

Statement of Work

representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other), and shall be deemed to have been received (i) when hand delivered to such individuals by a representative of the sender, or (ii) three (3) days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested, or (iii) when sent by electronic transmission, with written confirmation by the method of transmission, or (iv) one (1) day after deposit with an overnight carrier for next-day delivery, with written verification of delivery.

Table 2. Responsible Parties

For EMC	For Lehman
EMC Corporation	Lehman
176 South Street	70 Hudson Street
Hopkinton, MA 01748	Jersey City, NJ 07302
United States	United States

6.2 Fees and Invoicing

The total fixed-fee for the Consulting Services identified in this *Statement of Work* (inclusive of travel and related expenses) is USD \$87,940

Travel and related expenses incurred by EMC in its performance of the services hereunder are included in the stated fees.

Inclusive in the EMC solution are sufficient resources to successfully complete the project as outlined within this SOW. If Lehman requires resources above the stated resources, or if the project extends past September 1, 2008, EMC will provide additional resources on a Time and Material basis. To ensure the Lehman is continually aware of the status of the project, the EMC Project Manager will provide written updates to the Lehman twice a month of the project status. If strategic dates are missed or changed it is the responsibility of the EMC Project Manager to escalate to Lehman's management.

Fax sent by :

12-31-07 14:27 Pg: 12/13

EMC Corporation

Statement of Work

EMC shall invoice Lehman in accordance with the information provided in the following Schedule.

Table 3. Milestone / Event Schedule

Milestone / Event	Amount Due (USD)
<i>Lehman Signature of this Statement of Work</i>	\$11,428
<i>Lehman Acceptance of the Completion of Centera Implementation</i>	\$18,000
<i>Lehman Acceptable of the Completion of the CE+ Centera Migrations</i>	\$13,885
<i>Lehman Acceptable of the Completion of the Gov Edition Centera Migrations</i>	\$14,046
<i>Centera Data Erasure Services for Two 12 Node Centera</i>	\$5,800
<i>Centera Data Erasure Services for Two 24 Node Centera</i>	\$11,200
<i>Centera Data Erasure Services for Two 32 Node Centera</i>	\$14,000
Total	\$87,940

EMC uses a standard Milestone Completion Form (MCF) as the basis for all services invoicing. If Lehman signs the Milestone Completion Form, EMC is authorized to issue the applicable invoice. All payments under this Agreement shall be due within thirty (30) days of the date of receipt of each invoice.

The results, accuracy, and contents of EMC's deliverables are dependent in part upon the content and accuracy of information provided by Lehman. Once a schedule has been mutually agreed upon, EMC shall make reasonable efforts to accommodate changes requested by Lehman.

To the extent possible, Lehman shall send the EMC Project Manager notice of postponements or delays at least ten business days in advance of the scheduled event. If EMC is not reasonably able to "work-around" the postponement or delay, especially in instances where the consulting and implementation services require participation by Lehman personnel that become unavailable, EMC's committed dates will be extended by the period of such postponement or delay.

7.0 Authorization

This Statement of Work # 631997 is the complete and exclusive agreement between EMC and Lehman with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the consulting and implementation services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Lehman.

All parties hereby acknowledge that they have read and do understand this SOW and all attachments hereto, and agree to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties have caused the Statement of Work to be signed on the respective dates indicated below.

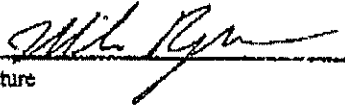
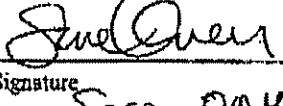
Fax sent by :

12-31-07 14:27 Pg: 13/13

LEHMAN BROTHERS 12/31/2007 12:03 PM PAGE 7/008 LEHMAN BROTHERS

EMC Corporation

Statement of Work

Acceptance of Statement of Work - Number 631997	
For EMC Corporation	For EMC Corporation
	
Signature	Signature
Printed Name - Mike Ryan	Printed Name Sara O'Neil
Title - Client Solutions Director	Title SVP
Date 12/31/07	Date 12/31/07

Lehman Piscataway Data Center Migration Project SOW

RE-DIRECT

Prepared for:

Lehman Brothers
70 Hudson Street
Jersey City, NJ 07032
Date: 3/27/2008

Prepared by:

EMC Corporation
2 Penn Plaza
18th Floor
New York City, NY 10001

1.0 Executive Summary

This Statement of Work ("SOW") sets forth the terms under which Lehman Brothers (referred to as Lehman throughout this document) has formally engaged EMC Corporation to provide the project consulting and implementation services ("Consulting Services") described in this SOW.

1.1 Background and Requirements

Lehman has asked EMC to provide the consulting services described within this SOW. Lehman has requested EMC Professional Services to scope the planning and management of a data migration of Lehman Storage Area Network data as part of a technology relocation project to move from multiple data centers to a new data center in Piscataway NJ.

1.2 Objectives

<u>Serial No:</u>	<u>Purpose Array</u>	<u>Location</u>	<u>Current TB's</u>
• HK187430988	General DMX1000 P2	LIVINGSTON	18.7
• HK187721115	General DMX2000 M2	LIVINGSTON	35.0
• HK187721176	General DMX2000 M2	LIVINGSTON	33.9
• HK187720313	General DMX2000 M2	LIVINGSTON	33.9
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• HK187721725	General DMX2000 M2	LIVINGSTON	33.3
• SA387720013	General DMX2000 M2	85-10 th Ave	40.2
Total			284.9

Note: EMC has included the extension of the maintenance on the Serial Numbers above to December 31, 2008.

2.0 Project Scope:

2.1 Services

Planning Design & Discovery

One EMC SAN/Migration Consultant to analyze and identify VCM and Zoning cleanup of all source arrays and switches in these data centers.

EMC will complete the following activities:

- Pre-migration layout

- Operational Environment sanitized for migration to DMX4
- Host remediation list (Remediation is the responsibility of Lehman)
- Creation of server migration schedule using the Lehman Brothers provided the list of frames
- EMC will generate the list of hosts provided access to grabs or the WWN to hosts are provided and EMC resources are given access to the onsite SAN team. This is needed to allow for unforeseen add-hoc changes in the week to week migration schedule that typically occur.

Implementation & Migration of tier 1 (146g) Storage

- The scope of this project is based on 4 dedicated resources for a 5 month data migration project migrating over a maximum of 10 migration weekends of a maximum of 75 servers per migration weekend. There are 400 servers targeted to move in this SOW for 2008. In the event that additional server moves are required due to EMC's inability to migrate the agreed upon number of servers EMC will extend the SAN/Migration residents at zero cost to Lehman to complete the originally agreed upon list of servers. This extension at zero cost cannot exceed two weeks.
- Migrations to the new arrays will be like-for-like except for migrations to the "value storage".
- As we work through the plan we will determine the weekends the migrations will occur but as a planning target we assume this will happen sometime over the July - October 2008 timeframe with data erasure and clean up occurring in early November.

Value Storage (1tb drives) Migration:

- Migrate approximately 40 raw TB's of data from various DMX 2's with 146G drives to one DMX4 with 1TB drives (value storage). The volume size on the 1 TB drives is 32GB. Due to the volume size difference between these DMX2 to DMX4, SRDF or any block level migration will not produce a final optimized migration configuration. To produce an optimal migration configuration a file level migration must be used. Each server migrated to value storage will be evaluated and the most efficient migration process will be determined.
- Migration could be performed in a variety of ways. If the migration involves new servers at the target side (Piscataway), a host based process can migrate data from source to target in one stage.
- If the migration involves a physical move of the server, data can be migrated via SRDF between the 8G source and the 32G target volumes. Data from each source 8G volume will be migrated with SRDF to a 32G target. When the server is moved to target side, appropriate storage on 32G volumes will be assigned to the server and host based tools will be used to migrate from the initial SRDF volumes to the final volumes. After this process the initial SRDF volumes will be removed from the server. This migration will be a two stage process.
- EMC is responsible for migrations to the DMX4-950 "value storage" array for a maximum of 100 servers. The migration approach selected will not introduce any new infrastructure into the environment. In the event new infrastructure is required (ie RecoverPoint) a request for change in services will be documented and require mutual agreement prior to proceeding with the move of "value storage".
- As we work through the plan we will determine the weekends the migrations will occur but as a planning target we assume this will happen sometime over the July - October 2008 timeframe with data erasure and clean up occurring in early November.

The timeline will be:

- June - 1 dedicated resource onsite to start cleanup (which may require host based migration within the same datacenter only) & finalize migration plans
- July 1st - 3 additional dedicated resources onsite. Migrations begin
- July - October - Migration of data off 8 DMX frames with approximately 400 servers.
- November - Data erasure & final clean ups
- In order to mutually protect Lehman Brothers and EMC resource allocation against any unforeseen delays in the implementation/migration phase the following understanding is agreed upon by both parties:
 - During the Planning and Design Phase of the SOW a migration schedule will be established thereby determining a resource allocation schedule

- Also during the Planning and Design phase Lehman Brothers and EMC PM will discuss the dedicated resource deployment schedule. For example, it may be advantageous to provide a staggered deployment of the 3 Migration resources so there is a phase in and phase out approach whereby resources can be deployed beyond the November 2nd timeframe to perform any cleanup remaining.
- In the event that the migration schedules as agreed upon in the planning and design are extended beyond 4 weeks Lehman Brothers must provide EMC 4 weeks advanced notice in order for EMC to withdraw their resources and schedule a mutually agreeable re-start date at zero cost to Lehman Brothers.
- If Lehman Brothers requires resources above the stated resources, or if the project extends past December 31st, 2008, EMC will provide additional resources on a Time and Material basis. To ensure Lehman Brothers is continually aware of the status of the project, the EMC Project Manager will provide written updates twice a month of the project status. If strategic dates are missed or changed it is the responsibility of the EMC Project Manager to escalate to Lehman Brothers management.
- The distribution of servers to be migrated and cutover per migration event is equally amortized across 8 semi-monthly migration periods.

EMC to provide the following resources during this engagement:

- Four 4 dedicated SAN/Migration resources as staff augmentation and 1 Sr. Advisory Consultant
- Each of the four dedicated SAN/Migration resources work days are 10 hours in length with a minimum of five work days with in every week
- The lead Architect/Consultant Dan Considine or Luis Pacheco will be engaged for a total of 5 months broken out as follows:
 - 20 Days (1 month) for Planning, Design and Host Cleanup
 - 10 weeks @ 6 days=60 days (migration weeks)
 - 10 weeks @ 5 days=50 days (non-migration and clean-up weeks)
- Three (3) additional SAN/Migration resources will be engaged after the initial 20 day plan/design/cleanup for a total of 5 months for implementation, migration and post migration cleanup broken out as follows:
 - 10 weeks @ 6 days=60 days @ 3 people = 180 days (migration weeks)
 - 10 weeks @ 5 days=50 days @ 3 people = 150 days (non-migration and clean-up weeks)
- One SAN/Migration Sr. Advisory Consultant Luis Pacheco or Dan Considine to provide quality control and pre-migration audit for 5 to 8 hrs per month in an advisory capacity
- Note that the 4 SAN/Migration resource end dates may vary due to different start dates and different days worked during the time. Once these resources are deployed, it is our understanding that they will be deployed fulltime until their specified time duration is complete and/or the work effort in this SOW is complete.
- One (1) **Regional Technical Specialist** for forty (40) 8 hour days.
- One (1) **Customer Engineer** resource for forty four (44) 8 hour days.
- One (1) **Project Manager** resource for one hundred five 8 hour (105) days.
- One (1) **Sr. Solution Architect** resource for twenty (20) 8 hour days.
- One (1) **Sr. Performance Specialist** resource for fifty eight (58) 8 hour days

EMC Symmetrix Performance Analysis (Pre & Post Migration)

Project Scope:

EMC will provide Performance analysis expertise to ensure the optimal placement of data from the EMC environment. The Sr. Performance Analysis will conduct the pre and post migration analysis over the course of the migrations.

- Prior to each Server Group move the Performance Analysis will assess each server at the Symmetrix level (EMC grabs) and provide Lehman with performance information which will be used to tune performance. establish optimal volume layout and SAN design where appropriate
- As a result of each pre migration performance snapshot migration will be optimized to provide balanced performance on the DMX
- Lehman has requested that EMC perform the iostat data collection on 60 critical applications. This may require separate department logins for subset of the 60 critical migrated servers. Lehman is committed to providing this necessary logins so the EMC Performance Specialist does not consume his hours obtaining these authorizations.
- Exchange and NAS host are out of scope

- Pre-Migration Performance Analysis and Base lining
 - 1 DMX 2000 frame at 8510 DC (Local + SRDF; Local migrates to PDC, SRDF migrates to Cranford existing frame), 5 DMX 2000 in Livingston, 2 DMX 1000 in Livingston
 - 60 open systems servers iostat (Solaris, Linux), all 400 servers analyzed per server move group at an array level
- Post-Migration Performance Analysis and Base lining
 - 4 DMX-4 (Piscataway Data Center), 1 DMX-3 (Cranford)
 - 60 open systems servers iostat, all 400 servers analyzed per server move group at an array level
- Data Requirements
 - WLA EMC Performance Manager (TTP interval files – 30 days)
 - Symcli data from each Symmetrix array – one time only (root login required on application host)
 - Bin Files – one time only
 - Appropriate host performance data (IOSTAT data – 7 days)
- Components Analyzed For Each Symmetrix DMX
 - I/O Profile of the overall array
 - Fiber Adapter Channels , Cache Utilizations
 - Disk Directors, Remote Fibre Director
 - Device Utilizations, Disk Utilizations (Physical)

Deliverables

- At the completion of the performance analysis, EMC will provide a completed balanced DMX performance report providing a snapshot of the performance environment after the migration, including any tuning recommendations provided to Lehman.
- Complete detailed performance analysis for each Symmetrix
- Symmetrix Performance Profile Dashboard
- Enterprise Symmetrix IO Performance Load Dashboard
- Device Group Performance Profiles Report
- Host Performance Profiles 60 hosts post migration (iostat output)
- A list of server anomalies that are out of performances specifications and may require SA and/or DBA intervention

EMC Certified Data Erasure for 8 DMXs to be defined by Lehman Brothers

These erasure functions are usually performed via three over-writes of the existing data from a combination of the random patterns available. EMC Certified Data Erasure is DOD-Compliant, regardless of the specific supported approaches used within this service.

1. Service Processor invoked Erasure for Symmetrix and/or DMX arrays.

EMC Customer Service technicians invoke a Service Processor based utility to fully erase the data on a Symmetrix and/or DMX Storage Array. This erasure can only be performed on an entire storage subsystem. There is no capability to erase single LUNs or physical drives. It is critical to note that physical mirrors, including established BCVs or Replication pairs, will be overwritten when the specified device is overwritten.

2.2 Out of Scope:

- VMware server migrations (ie VM motion) out of scope. EMC will be responsible for moving storage related to VMware servers where SRDF is the method of migration.
- Scheduling of host outages or cutovers with end-users (to be complete by Lehman).
- All server migrations are "array" based; with no host based migrations are in-scope except within datacenters for clean up only

2.3 Location

The Services shall be performed primarily at Lehman's facilities located at 70 Hudson Street, Jersey City, NJ and 8510, Livingston and Piscataway datacenter (work sites). However, EMC shall have the option of performing appropriate portions such as planning and documentation at an EMC selected location (the "EMC site").

2.4 Primary EMC and Lehman Contacts

Refer to the following table for the EMC and Lehman primary contacts and the method to contact them.

Table 1. Primary Contacts

	EMC Contact	Lehman Contact
Name	Mike Ryan	Sara O'Neill
Title	Client Solutions Director	Vice President
Office Number	973 632-1601	201 499-6527
Mobile Number		
E-mail Address	ryan_mike@emc.com	sara@lehman.com

4.0 Project Guidelines

4.1 Change in Scope

Process

The EMC Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (EMC or Lehman) notifies the EMC Primary Contact who will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change;
- Acknowledge receipt of the Change Request;
- Conduct an initial Impact Assessment to determine the effects, if any on the consulting and implementation service's schedule as well as any costs associated with utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change Request affects the consulting and implementation services schedule or costs, EMC shall obtain Lehman's approval before performing the Change Request analysis;

Review and Approval

If Lehman approves a full Change Request analysis, EMC shall prepare a *Project Change Request Form* detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. EMC will incorporate this analysis into a final *Project Change Request Form* containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

If EMC finds the project not technically or economically feasible, EMC will provide an explanation detailing the reason. EMC shall reviews the *Project Change Request Form* with Lehman and mark it as "accepted" or "withdrawn," for signature by both parties. If "accepted", the parties shall revise the SOW to update relevant descriptions of consulting and implementation services and invoicing. EMC agrees to contact Lehman IT Procurement immediately upon approval of any Project Change Request Form requiring additional fees and to include Lehman IT Procurement in all discussions regarding cost.

5.0 Terms and Conditions

This SOW is issued under the Amendment to Data Processing Technical Services Agreement between EMC Corporation and Lehman Brothers signed on March 30, 2007. If there is any disagreement between the terms and conditions of this SOW and the terms and conditions of the Data Processing Technical Services Agreement, the terms and conditions of the Data Processing Technical Services Agreement shall govern.

6.0 Project Fees and Payment

The total fixed-fee for the Consulting Services identified in this SOW (inclusive of travel and related expenses) is ~~USD \$106,000 Sales re-direct.~~

Travel and related expenses incurred by EMC in its performance of the services hereunder are included in the stated fees.

EMC uses a standard Milestone Completion Form (MCF) as the basis for all services invoicing. If BNYM signs the Milestone Completion Form, or does not file a written notice outlining any issues with work performed within seven (7) days after receipt of the MCF, the Services shall be deemed to be delivered. EMC is authorized to issue the applicable invoice upon delivery of a signed MCF. Payment is due within thirty (30) days after the date of the invoice.

EMC shall invoice Lehman in accordance with the information provided in the following Schedule.

Table 2. Milestone / Event Schedule

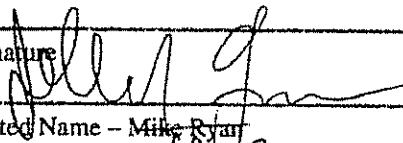
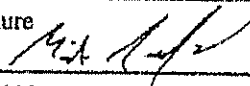
Milestone / Event	Amount Due (USD)
<i>Lehman Inception Fee</i>	
<i>Completion of Phase I -- Planning & Design Phase</i>	
<i>Completion of Phase II -- Migration of 1st 100 servers</i>	
<i>Completion of Phase II -- Migration of 2nd 100 servers</i>	
<i>Completion of Phase II -- Migration of 3rd 100 servers</i>	
<i>Completion of Phase II -- Migration of 4th 100 servers</i>	
<i>DMX Data Erasure Services on 8 arrays (Billed on inception of SOW)</i>	
<i>Lehman Acceptance of the Pre-Migration Performance Analysis</i>	
<i>Lehman Acceptance of the Post-Migration Performance Analysis</i>	
Total	\$106,000

7.0 Authorization

This SOW # 683490, together with the Customer Agreement and Amendment I to the Customer Agreement (each of which are incorporated by reference into this SOW) is the complete and exclusive agreement between EMC and Lehman with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the consulting and implementation services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Lehman.

All parties hereby acknowledge that they have read and do understand this SOW and all attachments hereto, and agree to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties have caused the SOW to be signed on the respective dates indicated below.

Acceptance of SOW - Number 683490	
For EMC Corporation	For EMC Corporation
Signature 	Signature 
Printed Name - Mike Ryan Jeff Green	Printed Name Mike Grayberg
Title - Client Solutions Director	Title Global Account Manager
Date 3/28/08	Date 3/28/08

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
Jersey City NJ 07302-4585
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

CHANGE ORDER

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000061291	Mar-28-2008	1 - Mar-28-2008	1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 201 499 2042	USD	

Ship To: PSCXXVBLDG Attn: Artov,Roman
40 Corporate Place South
Piscataway NJ 08854-6144
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	EMC Professional Services for Piscataway DC Buildout and Migration"		1.00 EA	1,187,120.00	1,187,120.00	Apr-11-2008

Schedule Total 1,187,120.00

Item Total 1,187,120.00

QUOTE # 1001619607

Total PO Amount 1,187,120.00

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE; TERM; TERMINATION -- These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal, upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES -- Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on this Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

DELIVERY AND ACCEPTANCE; RISK OF LOSS; CUSTOMER'S PROPERTY -- Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer.

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own

Signature not required on emailed Pos

Lehman Piscataway Data Center Migration Project SOW

Prepared for:

Lehman Brothers
70 Hudson Street
Jersey City, NJ 07032
Date: 3/27/2008

Prepared by:

EMC Corporation
2 Penn Plaza
18th Floor
New York City, NY 10001

1.0 Executive Summary

This Statement of Work ("SOW") sets forth the terms under which Lehman Brothers (referred to as Lehman throughout this document) has formally engaged EMC Corporation to provide the project consulting and implementation services ("Consulting Services") described in this SOW.

1.1 Background and Requirements

Lehman has asked EMC to provide the consulting services described within this SOW. Lehman has requested EMC Professional Services to scope the planning and management of a data migration of Lehman Storage Area Network data as part of a technology relocation project to move from multiple data centers to a new data center in Piscataway NJ.

1.2 Objectives

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• SA387720013	General DMX2000 M2	85-10 th Ave	40.2
Total			284.9

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2.0 Project Scope:

2.1 Services

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One EMC SAN/Migration Consultant to analyze and identify VCM and Zoning cleanup of all source arrays and switches in these data centers.

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- Pre-migration layout
- Operational Environment sanitized for migration to DMX4
- Host remediation list (Remediation is the responsibility of Lehman)

- Creation of server migration schedule using the Lehman Brothers provided the list of frames
- EMC will generate the list of hosts provided access to grabs or the WWN to hosts are provided and EMC resources are given access to the onsite SAN team. This is needed to allow for unforeseen add-hoc changes in the week to week migration schedule that typically occur.

Implementation & Migration of tier 1 (146g) Storage

- The scope of this project is based on 4 dedicated resources for a 5 month data migration project migrating over a maximum of 10 migration weekends of a maximum of 75 servers per migration weekend. There are 400 servers targeted to move in this SOW for 2008. In the event that additional server moves are required due to EMC's inability to migrate the agreed upon number of servers EMC will extend the SAN/Migration residents at zero cost to Lehman to complete the originally agreed upon list of servers. This extension at zero cost cannot exceed two weeks.
- Migrations to the new arrays will be like-for-like except for migrations to the "value storage".
- As we work through the plan we will determine the weekends the migrations will occur but as a planning target we assume this will happen sometime over the July - October 2008 timeframe with data erasure and clean up occurring in early November.

Value Storage (1tb drives) Migration:

- Migrate approximately 40 raw TB's of data from various DMX 2's with 146G drives to one DMX4 with 1TB drives (value storage). The volume size on the 1 TB drives is 32GB. Due to the volume size difference between these DMX2 to DMX4, SRDF or any block level migration will not produce a final optimized migration configuration. To produce an optimal migration configuration a file level migration must be used. Each server migrated to value storage will be evaluated and the most efficient migration process will be determined.
- Migration could be performed in a variety of ways. If the migration involves new servers at the target side (Piscataway), a host based process can migrate data from source to target in one stage.
- If the migration involves a physical move of the server, data can be migrated via SRDF between the 8G source and the 32G target volumes. Data from each source 8G volume will be migrated with SRDF to a 32G target. When the server is moved to target side, appropriate storage on 32G volumes will be assigned to the server and host based tools will be used to migrate from the initial SRDF volumes to the final volumes. After this process the initial SRDF volumes will be removed from the server. This migration will be a two stage process.
- EMC is responsible for migrations to the DMX4-950 "value storage" array for a maximum of 100 servers. The migration approach selected will not introduce any new infrastructure into the environment. In the event new infrastructure is required (ie RecoverPoint) a request for change in services will be documented and require mutual agreement prior to proceeding with the move of "value storage".
- As we work through the plan we will determine the weekends the migrations will occur but as a planning target we assume this will happen sometime over the July - October 2008 timeframe with data erasure and clean up occurring in early November.

The timeline will be:

- June - 1 dedicated resource onsite to start cleanup (which may require host based migration within the same datacenter only) & finalize migration plans
- July 1st - 3 additional dedicated resources onsite. Migrations begin
- July - October - Migration of data off 8 DMX frames with approximately 400 servers.
- November - Data erasure & final clean ups
- In order to mutually protect Lehman Brothers and EMC resource allocation against any unforeseen delays in the implementation/migration phase the following understanding is agreed upon by both parties:
 - During the Planning and Design Phase of the SOW a migration schedule will be established thereby determining a resource allocation schedule.
 - Also during the Planning and Design phase Lehman Brothers and EMC PM will discuss the dedicated resource deployment schedule. For example, it may be advantageous to provide a staggered deployment of the 3 Migration resources so there is a phase in and phase out approach

whereby resources can be deployed beyond the November 2nd timeframe to perform any cleanup remaining.

- In the event that the migration schedules as agreed upon in the planning and design are extended beyond 4 weeks Lehman Brothers must provide EMC 4 weeks advanced notice in order for EMC to withdraw their resources and schedule a mutually agreeable re-start date at zero cost to Lehman Brothers.
- If Lehman Brothers requires resources above the stated resources, or if the project extends past December 31st, 2008, EMC will provide additional resources on a Time and Material basis. To ensure Lehman Brothers is continually aware of the status of the project, the EMC Project Manager will provide written updates twice a month of the project status. If strategic dates are missed or changed it is the responsibility of the EMC Project Manager to escalate to Lehman Brothers management.
- The distribution of servers to be migrated and cutover per migration event is equally amortized across 8 semi-monthly migration periods.

EMC to provide the following resources during this engagement:

- Four 4 dedicated SAN/Migration resources as staff augmentation and 1 Sr. Advisory Consultant.
- Each of the four dedicated SAN/Migration resources work days are 10 hours in length with a minimum of five work days with in every week
- The lead Architect/Consultant Dan Considine or Luis Pacheco will be engaged for a total of 5 months broken out as follows:
 - 20 Days (1 month) for Planning, Design and Host Cleanup
 - 10 weeks @ 6 days=60 days (migration weeks)
 - 10 weeks @ 5 days=50 days (non-migration and clean-up weeks)
- Three (3) additional SAN/Migration resources will be engaged after the initial 20 day plan/design/cleanup for a total of 5 months for implementation, migration and post migration cleanup broken out as follows:
 - 10 weeks @ 6 days=60 days @ 3 people = 180 days (migration weeks)
 - 10 weeks @ 5 days=50 days @ 3 people = 150 days (non-migration and clean-up weeks)
- One SAN/Migration Sr. Advisory Consultant Luis Pacheco or Dan Considine to provide quality control and pre-migration audit for 5 to 8 hrs per month in an advisory capacity.
- Note that the 4 SAN/Migration resource end dates may vary due to different start dates and different days worked during the time. Once these resources are deployed, it is our understanding that they will be deployed fulltime until their specified time duration is complete and/or the work effort in this SOW is complete.
- One (1) Regional Technical Specialist for forty (40) 8 hour days.
- One (1) Customer Engineer resource for forty four (44) 8 hour days.
- One (1) Project Manager resource for one hundred five 8 hour (105) days.
- One (1) Sr. Solution Architect resource for twenty (20) 8 hour days.
- One (1) Sr. Performance Specialist resource for fifty eight (58) 8 hour days

EMC Symmetrix Performance Analysis (Pre & Post Migration)

Project Scope:

EMC will provide Performance analysis expertise to ensure the optimal placement of data from the EMC environment. The Sr. Performance Analysis will conduct the pre and post migration analysis over the course of the migrations.

- Prior to each Server Group move the Performance Analysis will assess each server at the Symmetrix level (EMC grabs) and provide Lehman with performance information which will be used to tune performance, establish optimal volume layout and SAN design where appropriate

- As a result of each pre migration performance snapshot migration will be optimized to provide balanced performance on the DMX
- Lehman has requested that EMC perform the iostat data collection on 60 critical applications. This may require separate department logins for subset of the 60 critical migrated servers. Lehman is committed to providing this necessary logins so the EMC Performance Specialist does not consume his hours obtaining these authorizations.
- Exchange and NAS host are out of scope
 - Pre-Migration Performance Analysis and Base lining
 - 1 DMX 2000 frame at 8510 DC (Local + SRDF; Local migrates to PDC, SRDF migrates to Cranford existing frame), 5 DMX 2000 in Livingston, 2 DMX 1000 in Livingston
 - 60 open systems servers iostat (Solaris, Linux), all 400 servers analyzed per server move group at an array level
 - Post-Migration Performance Analysis and Base lining
 - 4 DMX-4 (Piscataway Data Center), 1 DMX-3 (Cranford)
 - 60 open systems servers iostat, all 400 servers analyzed per server move group at an array level
 - Data Requirements
 - WLA EMC Performance Manager (TTP interval files – 30 days)
 - Symcli data from each Symmetrix array – one time only (root login required on application host)
 - Bin Files – one time only
 - Appropriate host performance data (IOSTAT data – 7 days)
 - Components Analyzed For Each Symmetrix DMX
 - I/O Profile of the overall array
 - Fiber Adapter Channels , Cache Utilizations
 - Disk Directors, Remote Fibre Director
 - Device Utilizations, Disk Utilizations (Physical)

Deliverables

- At the completion of the performance analysis, EMC will provide a completed balanced DMX performance report providing a snapshot of the performance environment after the migration, including any tuning recommendations provided to Lehman.
- Complete detailed performance analysis for each Symmetrix
- Symmetrix Performance Profile Dashboard
- Enterprise Symmetrix IO Performance Load Dashboard
- Device Group Performance Profiles Report
- Host Performance Profiles 60 hosts post migration (iostat output)
- A list of server anomalies that are out of performances specifications and may require SA and/or DBA intervention

EMC Certified Data Erasure for 8 DMXs to be defined by Lehman Brothers

These erasure functions are usually performed via three over-writes of the existing data from a combination of the random patterns available. EMC Certified Data Erasure is DOD-Compliant, regardless of the specific supported approaches used within this service

- 1 Service Processor invoked Erasure for Symmetrix and/or DMX arrays.

EMC Customer Service technicians invoke a Service Processor based utility to fully erase the data on a Symmetrix and/or DMX Storage Array. This erasure can only be performed on an entire storage subsystem. There is no capability to erase single LUNs or physical drives. It is critical to note that physical mirrors, including established BCVs or Replication pairs, will be overwritten when the specified device is overwritten.

2.2 Out of Scope:

- VMware server migrations (ie VM motion) out of scope. EMC will be responsible for moving storage related to VMware servers where SRDF is the method of migration.
- Scheduling of host outages or cutovers with end-users (to be complete by Lehman).
- All server migrations are "array" based; with no host based migrations are in-scope except within datacenters for clean up only.

2.3 Location

The Services shall be performed primarily at Lehman's facilities located at 70 Hudson Street, Jersey City, NJ and 8510, Livingston and Piscataway datacenter (work sites). However, EMC shall have the option of performing appropriate portions such as planning and documentation at an EMC selected location (the "EMC site").

2.4 Primary EMC and Lehman Contacts

Refer to the following table for the EMC and Lehman primary contacts and the method to contact them.

Table 1. Primary Contacts

	EMC Contact	Lehman Contact
Name	Mike Ryan	Sara O'Neill
Title	Client Solutions Director	Vice President
Office Number	973 632-1601	201 499-6527
Mobile Number		
E-mail Address	ryan_mike@emc.com	sara@lehman.com

4.0 Project Guidelines

4.1 Change in Scope

Process

The EMC Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (EMC or Lehman) notifies the EMC Primary Contact who will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change;
- Acknowledge receipt of the Change Request;
- Conduct an initial Impact Assessment to determine the effects, if any on the consulting and implementation service's schedule as well as any costs associated with utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change Request affects the consulting and implementation services schedule or costs, EMC shall obtain Lehman's approval before performing the Change Request analysis;

Review and Approval

If Lehman approves a full Change Request analysis, EMC shall prepare a *Project Change Request Form* detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. EMC will incorporate this analysis into a final *Project Change Request Form* containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

If EMC finds the project not technically or economically feasible, EMC will provide an explanation detailing the reason. EMC shall reviews the *Project Change Request Form* with Lehman and mark it as "accepted" or "withdrawn," for signature by both parties. If "accepted", the parties shall revise the SOW to update relevant descriptions of consulting and implementation services and invoicing. EMC agrees to contact Lehman IT Procurement immediately upon approval of any Project Change Request Form requiring additional fees and to include Lehman IT Procurement in all discussions regarding cost.

5.0 Terms and Conditions

This SOW is issued under the Amendment to Data Processing Technical Services Agreement between EMC Corporation and Lehman Brothers signed on March 30, 2007. If there is any disagreement between the terms and conditions of this SOW and the terms and conditions of the Data Processing Technical Services Agreement, the terms and conditions of the Data Processing Technical Services Agreement shall govern.

6.0 Project Fees and Payment

The total fixed-fee for the Consulting Services identified in this SOW (inclusive of travel and related expenses) is USD \$1,187,120.00

Travel and related expenses incurred by EMC in its performance of the services hereunder are included in the stated fees

EMC uses a standard Milestone Completion Form (MCF) as the basis for all services invoicing. If BNYM signs the Milestone Completion Form, or does not file a written notice outlining any issues with work performed within seven (7) days after receipt of the MCF, the Services shall be deemed to be delivered. EMC is authorized to issue the applicable invoice upon delivery of a signed MCF. Payment is due within thirty (30) days after the date of the invoice.

EMC shall invoice Lehman in accordance with the information provided in the following Schedule.

Table 2. Milestone / Event Schedule

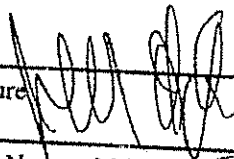

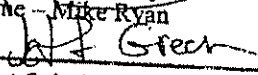
Milestone / Event	Amount Due (USD)
<i>Lehman Inception Fee</i>	
<i>Completion of Phase I - Planning & Design Phase</i>	\$237,424.00
<i>Completion of Phase II - Migration of 1st 100 servers</i>	\$166,175.00
<i>Completion of Phase II - Migration of 2nd 100 servers</i>	\$170,534.25
<i>Completion of Phase II - Migration of 3rd 100 servers</i>	\$170,534.25
<i>Completion of Phase II - Migration of 4th 100 servers</i>	\$170,534.25
<i>DMX Data Erasure Services on 8 arrays (Billed on inception of SOW)</i>	
<i>Lehman Acceptance of the Pre-Migration Performance Analysis</i>	\$26,400.00
<i>Lehman Acceptance of the Post-Migration Performance Analysis</i>	\$37,492.00
Total	1,187,120.00

7.0 Authorization

This SOW # 683490, together with the Customer Agreement and Amendment 1 to the Customer Agreement (each of which are incorporated by reference into this SOW) is the complete and exclusive agreement between EMC and Lehman with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the consulting and implementation services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Lehman.

All parties hereby acknowledge that they have read and do understand this SOW and all attachments hereto, and agree to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties have caused the SOW to be signed on the respective dates indicated below.

Acceptance of SOW - Number 683490	
For EMC Corporation	For Lehman Brothers Inc
Signature 	Signature 
Printed Name - Mike Ryan	MAGAN SAINI
 Title - Client Solutions Director	VP
Date 3/28/2008	03/28/2008

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Dec 31 07 03:40P

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000056271	Dec-31-2007		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To:	See Detail Below		

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt?	N	Tax Exempt ID:	Replenishment Option:	Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	CENTERA ON DEMAND MIGRATION RENTAL - NEW YORK (2X12 node centera frame 9 month rental)		1.00	MON	58,734.00	58,734.00	Jan-14-2008

Ship To: 85AXXVHARD
85 10th Avenue
New York NY 10011
United States

Schedule Total 58,734.00

Quote #1001491171

Item Total 58,734.00

2- 1	CENTERA ON DEMAND MIGRATION RENTAL NEW YORK (2X12 node centera frame 9 month rental)		1.00	MON	58,734.00	58,734.00	Jan-14-2008
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Ship To: 27CXXVBLDG Attn: Saini, Magan
27 Commerce Drive
Cranford NJ 07016-3810
United States

Schedule Total 58,734.00

Quote #1001491104

Item Total 58,734.00

Total PO Amount 117,468.00

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE, TERM; TERMINATION - These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES - Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on this Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

Signature not required on emailed Pos

Dec 31 07 03:41p

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Purchase Order				Date		Revision		Page	
LBUSA-0000056271				Dec-31-2007				2	
Payment Terms		Freight Terms				Ship Via			
Net 30		Destination, PRD				Common			
Buyer		Phone				Currency			
Foster, Pamela		1 212 320 7438				USD			
Ship To:		See Detail Below							

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt?	N	Tax Exempt ID:	Replenishment Option:	Standard				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date	
DELIVERY AND ACCEPTANCE; RISK OF LOSS; CUSTOMER'S PROPERTY - Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer.								

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own information and that of its affiliates and clients as part of its business. Use includes use by or on behalf of Customer or Customer's affiliates, and use by third parties under contract to provide services to Customer or its affiliates, on any number of PCs and in any number of instances, subject to the restrictions set forth herein. If applicable, Use also includes the right of Customer to freely use and distribute, internally within Customer, among Customer's affiliates, and with Customer's clients, data produced by the Software, including data in any proprietary formats used by the Software. Customer may make a reasonable number of copies of the Software solely for backup, training, archiving, testing and disaster recovery. "Software" means the software programs listed in this Order and any upgrades, updates, enhancements, modifications, alterations, improvements, revisions, releases, and new versions. Customer may transfer the Software from one hardware platform or operating system to another (or both) for which the Software is or becomes generally available, at no additional charge. Customer will not modify, reverse assemble, or reverse compile any part of the Software, except as permitted by applicable law. Customer may make copies of and incorporate any documentation for the Software in other works prepared for Customer's business, so long as all intellectual property notices of Supplier are included as they appear on or in the documentation.

COMPLIANCE WITH LAWS -- In connection with the products provided and/or services performed hereunder, Supplier shall at Supplier's sole cost, comply with, and shall require all Suppliers, subcontractors and/or consultants retained by Supplier to comply with (i) all requirements of applicable laws, orders, rules and regulations of governmental authorities, and (ii) all policies, rules and regulations of Customer (including, without limitation, Customer's policies regarding security and testing for controlled substances) and of the building in which the products are provided and/or the services are to be performed. Supplier shall not file any mechanic's or materialman's lien or claim against Customer's property nor against the buildings in which the products are provided and/or the services are performed, nor shall Supplier suffer or permit any such lien to be filed by any of its subcontractors and/or consultants.

CONFIDENTIALITY -- Supplier shall preserve as confidential all information related to the business activities of Customer and its affiliates, clients, and entities with whom Customer does business that may be obtained by Supplier from any source (such information, together with the existence and terms of this Order, constituting the "Confidential Information"). Supplier shall hold Confidential Information in trust and confidence for Customer and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Customer in writing, and to limit access and disclosure of such Confidential Information to Supplier's personnel on a "need to know" basis only. Confidential Information does not include any particular information that the Supplier can demonstrate (i) is currently in the public domain, (ii) was previously known to Supplier free from any obligation to keep it confidential, (iii) was or is publicly disclosed by or on behalf of the Customer either prior to or subsequent to the receipt of such information by Supplier, (iv) is independently developed by the Supplier without any access to or use of Confidential Information of Customer, or (v) is rightfully obtained by Supplier from a third party lawfully in possession of the Confidential Information and who is not bound by confidentiality obligations to Customer. Supplier

Signature not required on emailed Pos

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Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LEUSA-0000056271	Dec-31-2007		3
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, FPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To:		See Detail Below	

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

may disclose Confidential Information of Customer if required to do so under applicable law, rule or order provided that Supplier, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure so that Customer may seek a protective order or other appropriate remedy, and provided further that Supplier discloses no more Confidential Information of the Customer than is reasonably necessary in order to respond to the required disclosure. At any time at the request and option of the Customer and in the event of termination or expiration of the Order (or any part thereof), Supplier agrees to promptly: (i) return to Customer the Confidential Information; or (ii) destroy or permanently erase (on all forms of recordation) the Confidential Information and, if requested by Customer, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased. In addition, Supplier acknowledges and agrees that any disclosure of Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.

WARRANTY -- Supplier warrants that all products sold under this Order are free from defects in material, workmanship and design, and that all services provided under this Order shall be performed in a high-quality, professional and workmanlike manner by qualified personnel.

PUBLICITY -- Supplier will not use the name or marks of, refer to, or identify Customer (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising without the prior written consent of Customer in each such instance.

INSURANCE -- Supplier at its sole cost and expense, shall maintain with insurance companies having a Best's rating of A or better, (i) comprehensive general liability insurance in an amount not less than \$2,000,000 and (ii) automobile liability insurance in an amount not less than \$1,000,000 and (iii) worker's compensation insurance as required by law. Such policies shall include an endorsement naming Customer and any other entities designated by the Customer as additional insureds and shall include a valuer by the Insurance carrier of any subrogation rights. Within ten (10) days after the date hereof, Supplier shall deliver to Customer binders or certificates of insurance showing that each policy of insurance which Supplier is required to maintain hereunder is in full force and effect and that the premium therefor has been paid in full and providing that such policies may not be canceled, supplemented, amended or modified before the expiration date thereof without issuing company giving at least thirty (30) days prior written notice to Customer.

INDEMNIFICATION -- Supplier shall, at its own expense, indemnify, defend and hold harmless Customer, Customer's parent, subsidiaries and affiliates and any additional indemnified parties that may be designated by Customer, together with the respective partners, agents, officers, directors and employees of all of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any act or omission or willful misconduct of Supplier or any consultant, engineer or other party retained by Supplier or any of its or their partners, directors, officers, employees, agents or subcontractors; (ii) any breach or default by Supplier in the performance of any of its obligations under this Order, or (iii) any claim that any product and/or services furnished by or on behalf of Supplier, or the use thereof by Customer, constitutes an infringement, misappropriation or unlawful use or disclosure of any intellectual property rights of a third party.

LIMITATION OF LIABILITY -- IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS ORDER; OR (C) ANY UNLAWFUL OR WILLFUL MISCONDUCT BY SUPPLIER.

RECORD RETENTION AND INSPECTION -- During the term of this Order and for a period of at least three (3) years after the date of the final payment under this Order, Supplier will maintain complete and accurate accounting records in connection with products provided and Services performed under this Order, in accordance with generally accepted accounting principles applied on a consistent basis, to substantiate its charges hereunder. Such records will include, without limitation, payroll records,

Signature not required on emailed Pos

Dec 31 07 03:41P

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LAUSA-0000056271	Dec-31-2007		1
Payment Terms	Freight Terms	Ship Via	
Nec 30	Destination, PPD	Common	
Buyer	Phone	Currency	
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Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt?	Tax Exempt ID:	Replenishment Option:	Standard
Line-Sch	Item/Description	Mfg ID	Quantity UOM
PO Price	Extended Amt	Due Date	

attendance cards, time tracking sheets and job summaries. Supplier will provide Customer or its designees access to such records for audit purposes during the term of this Order and for three (3) years after the date of the final payment under this Order.

BREACH/REMEDIES - In the event of any breach of this Order by Supplier, Customer may (reserving cumulatively all other remedies and rights under this Order, at law and in equity) terminate this Order, in whole or in part, by giving Supplier thirty (30) days' prior written notice of termination thereof; provided, however, that such termination will not be effective if Supplier has cured the breach of which it has been notified prior to the expiration of such thirty (30) day notice period. Additionally, Customer may terminate this Order for convenience by giving Supplier written notice specifying the termination date. In such event, Customer will be obliged to pay Supplier at the agreed upon rates for all products and services accepted by Customer up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges.

MISCELLANEOUS -- Except to the extent the parties have entered into an agreement covering the products and/or services provided hereunder (in which case such other agreement's terms shall apply), (a) this Order constitutes the entire agreement between the Customer and the Supplier and voids all prior agreements concerning the subject matter hereof; and (b) no modification, amendment, supplement to, or waiver of this Order or any of its provisions shall be binding upon the parties unless made in a writing duly signed by both parties, and specifically referencing these T&Cs, and stating that such modification, amendment, or supplement is made to modify, amend or supplement these T&Cs. No amendment or modification to these T&Cs may be executed via electronic signatures unless the parties first agree in a writing that is not an electronic communication to be bound by electronic signatures. Any purchase order printed on a form provided by Supplier may be used for convenience only, but these T&Cs shall solely control the terms of this Order, and any such terms contained on any form(s) received from Supplier shall be of no force and effect. Failure or delay on the part of Customer to exercise any right hereunder shall not operate as a waiver thereof. Any services performed by Supplier will be performed as an independent contractor, and Supplier will be solely responsible for any applicable payroll or income taxes. This Order shall be governed under the laws of the State of New York, excluding its conflicts of laws rules. If any term, provision or part of these T&Cs is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of these T&Cs will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law. Supplier may not assign this Order or delegate any of its responsibilities hereunder without the prior written consent of the Customer, and any such purported assignment or delegation shall be null and void. Customer may freely assign this order to any affiliate, or to any entity acquiring all or substantially all of its assets or which is a successor by merger to Customer, or to any party acquiring that portion of Customer's business to which the products and/or services purchased or licensed under this Order pertain. Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of the Order (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of this Order and continue in full force and effect thereafter.

Signature not required on emailed Pos

LEHMAN BROTHERS

12/31/2007 12:03 PM PAGE 9/008 LEHMAN BROTHERS

where information flows

BASIC RENTAL AGREEMENT

Reference Number

GMC Corporation (TEAC), 171 South St., Hingham, MA 01946 and

(Customer), 221 Main St, West agree that
on a Schedule, and the provision of services, to Customer

☎ 010-62676668

- [illegible]

EMC CORPORATION CENCT

By: Chantal van Lede Lyon
Name (Print): Chantal van Lede Lyon
Date: 12-31-07 Title: Managing Counsel
Commercial Law Group

By: Steve Smith (Customer)
Name (Print): Steve Smith
Date: 12/3/07 Title: SVP

Index 859-860

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Dec 31 07 03:43P
LEHMAN BROTHERS

12/31/2007 12:03 PM PAGE 4/008 LEHMAN BROTHERS

SCHEDULE Basic Rental Agreement

EMC Corporation
171 South St.
Hopkinton, MA 01748

This Schedule does hereby incorporate by reference the terms and conditions of the Basic Rental Agreement that is dated on or about December 31, 2007 (the "BRA") between EMC and the Customer identified in the signature block at the end of this Schedule. The Schedule Effective Date is the last date of signature below.

1.0 RENTAL PERIOD: - This Rental Period begins on delivery of the Products and unless otherwise sooner terminated in accordance with the BRA, shall terminate on the 31 day of SEPTEMBER, 2008.

2.0 INSTALLATION SITE - The Product(s) shall be installed and used only at: BS 10th Ave
7th Floor, New York, N.Y. 10011

3.0 LIST OF PRODUCT(S)

A. EQUIPMENT LIST

Part/Model/Serial No.	Description	Quantity
	SEE ATTACHED EQUIPMENT LIST	

B. SOFTWARE LIST

Part/Model No.	Description	Quantity
	SEE ATTACHED EQUIPMENT LIST	

4.0 RENTAL FEE: The monthly rental fee for the Products listed above shall be \$ _____.

IN WITNESS WHEREOF, the parties have caused this Schedule to be signed on the respective dates indicated below.

EMC Corporation ("EMC")

By: Chantal Lyon
Name (Print): Chantal van Lede Lyon
Title: Managing Counsel
Date: 12/31/07

("CUSTOMER")

By: Sara O'Neill
Name (Print): Sara O'Neill
Title: SVP
Date: 12/31/07

p. 8

Dec 31 07 03:43p

Quote Data
GSA Order No
GSA Contract #:

Prepared By: Johnson, Tiquana A
Quote Name: Lehman - 12 Node Loaner ES 10th
Quote #: 1001491171

Date: 03-Dec-2007

Prepared For: Lehman Brothers	Bill To: Lehman Brothers ATTN: ACCOUNTS PAYABLE	Ship To: LEHMAN BROTHERS INC Tony Velazquez 212-526-5202 65 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	Install:
65 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	PO Box 2309 Secaucus, NJ 07096-2309 US	65 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	

Line #	Qty	Product ID	Description	Units
1	1	CNRGPLICHW	CENTERA GNU GENERAL PUBLIC LICENSE	EA
2	1	CNRRK	40U T RACK BP POWER	EA
3	1	PW40U-US	Dual 40U Rack Power Card US	EA
4	2	CNRMODEM04	CNR MODEM GEN 4	EA
5	3	CNR4NBSW04	4NBR SW RTU LIC	EA
6	3	CNR4NREPUC	4NBR REPLICATION SW LIC	EA
7	3	CNR4NCEPLUSIC	4NBR COMP PLUS SW LIC	EA
8	1	CNRCONSOLESW	CONSOLE SW LICENSE	EA
9	1	CC-CHRGKEY-B	CC 8.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA
10	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA
11	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
12	1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	EA
13	4	CNR2N7MEXG4LP	2NBR 750GB MANF EXPAN LOW POWER G4	EA
14	1	CNR4N7MBAQ4LP	4NBR 750GB MANF BASE LOW POWER G4	EA

Total Price (USD):	\$ 58,734	(\$4,894 per mo.)
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Dec 31 07 03:44P

Page 1 of 3

EMC²
where information lives

175 South St
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_tony@emc.com
Quote # 1001491171
Date 31-Dec-2007
Contract
QSA Dual? No

Prepared For: LEHMAN BROTHERS INC Tony Valasquez 212-526-0292 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	Bill To: Lehman Brothers ATTN: ACCOUNTS PAYABLE PO Box 2139 Secaucus, NJ 07096-2339 US	Ship To: LEHMAN BROTHERS INC Tony Valasquez 212-526-0292 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	Install: LEHMAN BROTHERS INC Tony Valasquez 212-526-0292 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US
--	---	---	---

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
12 Node G4 LP Centera								
SYSTEM			CENTERA SOLUTION					
1	1	CNRGPLLIC1W	CENTERA GNU GENERAL PUBLIC LICENSE	EA	0	0%	0	0
2	1	CHRTK	40U T RACK SP POWER	EA	4,200	88%	62	0
3	1	PW40U-US	DUAL 40U Rack Power Cord US	EA	800	98%	17	0
4	2	CNR400EMG4	CNR 400EM GEN 4	EA	0	0%	0	0
5	4	CNR27MEXG4LP	2ND00E 760GB MANF EXPAN LOW POWER G4	EA	50,400	90%	1,272	4,008
6	1	CNR40TMBAG4LP	4ND00E 750GB MANF BASE LOW POWER G4	EA	39,400	90%	850	2,758
Hardware Sub-total					\$ 102,800	88%	\$ 2,240	\$ 6,846
1	3	CNR4H4SWG4	4ND00E 750GB MANF BASE LOW POWER G4	EA	98,100	70%	29,430	0,867
2	3	CNR4H4REPLIC	4ND00E REPLICATION SW LIC	EA	15,000	70%	4,500	2,250
3	3	CNR4H4CEPLSLIC	4ND00E COMP PLUS SW LIC	EA	15,600	70%	5,580	2,790
4	1	CNR4CONSOLESW	CONSOLE SW LICENSE	EA	0	0%	0	0
5	1	CC-CNRKEY6-B	CC 6.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA	0	0%	0	0
Software Sub-total					\$ 131,700	70%	\$ 39,510	\$ 11,907
1	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT See Maintenance Schedule for more details	EA	21,906	45%	12,092	
2	1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW See Maintenance Schedule for more details	EA	0	0%	0	
3	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA	4,890	0%	4,890	
4	1		HW MAINTENANCE Includes months 25-36 @ \$ 0/mo.	EA	0	0%	0	
Maintenance and Warranty Upgrade Sub-total					\$ 26,878	37%	\$ 16,982	
Configuration Sub-total								
Hardware Sub-total					\$ 102,800	88%	\$ 2,240	\$ 6,846
Software Sub-total					\$ 131,700	70%	\$ 39,510	\$ 11,907
Services Sub-total					\$ 0	0%	\$ 0	
Maintenance and Warranty Upgrade Sub-total					\$ 26,878	37%	\$ 16,982	
Configuration Total					\$ 261,378	70%	\$ 68,732	\$ 18,752

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Dec 31 07 03:44P

Page 2 of 3



Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_t,ford@emc.com
Quote #: 1001491171
Date: 31-Dec-2007
Contract:
GSA Deal? No

176 South St
HOPKINTON, MA 01748
United States

Prepared For:
LEHMAN BROTHERS INC
Tony Velazquez
212-525-6292
65 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Bill To:
Lehman Brothers
ATTN: ACCOUNTS PAYABLE
PO Box 2339
Secaucus, NJ 07096-2339
US

Ship To:
LEHMAN BROTHERS INC
Tony Velazquez
212-525-6292
65 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Install:
LEHMAN BROTHERS INC
Tony Velazquez
212-525-6292
65 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 102,800	98%	\$ 2,240	\$ 6,840
Software Summary	\$ 131,700	70%	\$ 39,510	\$ 11,907
Services Summary	\$ 0	0%	\$ 0	

Prepaid HW Maintenance Summary	\$ 0	0%	\$ 0	
Prepaid SW Maintenance Summary	\$ 21,986	48%	\$ 12,092	
HW Warranty Upgrade Summary	\$ 4,890	0%	\$ 4,890	

Total Price (USD)	\$ 68,732
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Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 6,840
Annual SW Maintenance Fee	\$ 11,907

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations).

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Dec 31 07 03:44P

Page 3 of 3

EMC²
where information lives

175 South St
HOPKINTON, MA 01748
United States

Prepared For:
LEHMAN BROTHERS INC
Tony Valazquez
212-526-6292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Bill To:
Lehman Brothers
ATTN: ACCOUNTS PAYABLE

PO Box 2339
Secaucus, NJ 07096-2339
US

Quote

Quote Prepared By: Johnson, Tqasha A
Email: johnson_ton@emc.com
Quote #: 1001491171
Date: 31-Dec-2007
Contract:
GSA Deal#: No

Ship To:
LEHMAN BROTHERS INC
Tony Valazquez
212-526-6292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Invoice:
LEHMAN BROTHERS INC
Tony Valazquez
212-526-6292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Notes:

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or, if none, in the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)
Lease of Products - EMC's Master Lease Agreement (MLA)
Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities. If any, during the EMC warranty and/or maintenance period, if Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp.

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp.

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative:
By (Sign): _____
Name (Print): _____
Title: _____
Date: _____

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Fax Cover Sheet



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all **MODELS** that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: 6

Date: 9/5/2006

From: Norma Nicastro To: _____

GRO Analyst:* O'LEARY, ERIN

Quote Number:*

1	0	0	0	8	3	3	9	0	5
---	---	---	---	---	---	---	---	---	---

Bill To Customer: Lehman

Ship To Customer: Lehman

Install At Customer: Lehman

EMC/ESG Order _____

Doc. Type 1: _____

Doc. Type 2: _____

**** Comments ****

* Required field for OCR

Quote

EMC²
where information lives
178 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Rappeik, Christopher
Email: rappeik_christopher@emc.com
Quote #: 1000833905
Date: 05-Sep-2006
Contract:

Prepared For: LEHMAN BROTHERS INC GORDON MARLER 201-499-4764 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Bill To: LEHMAN BROTHERS INC ATTN: ACCOUNTS PAYABLE 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Ship To: LEHMAN BROTHERS INC ALEX BLACK 201-524-2081 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Install: LEHMAN BROTHERS INC n/a n/a 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
DMX-3 2500 Eval								
SYSTEM			SYMM7 2 PAIR SOLUTION					
1	16	SB-15-DIR	STOR BAY 15SLT DR ENCL	EA	80,000	100%	0	5,600
2	4	DMX2G103001B	300GB 10K 298.91GB CNEDRV	EA	12,820	100%	0	820
3	8	DMX2G103008B	300GB 10K 2078.37GB 7+1	EA	201,920	100%	0	14,743
4	16	DMX2G101468B	146GB 10K 1013.67GB 7+1	EA	272,000	100%	0	19,855
5	8	DMX3-M8-8GB	DMX3 M8 8GB MEM DIR	EA	215,600	100%	0	15,095
6	4	DMX3-06000	8PT FC DIR DMBS	EA	262,600	100%	0	18,375
7	2	DMX3-PCBL30HR	DMX3 PWR CBL HSL RSTOL 3D	EA	5,400	100%	0	0
8	4	DMX-ACON3P-50	AC CONNECTOR 3 PHASE	EA	2,400	100%	0	168
9	4	SB-8BU	STOR BAY BATTERY BACK-UP	EA	13,600	100%	0	952
10	1	24S-CONFIG05	24S-CONFIG05KIT	EA	0	0%	0	0
11	3	DMX3-PWRMOD	DMX3 PWR MOD 24 SYS	EA	42,300	100%	0	2,561
12	1	DMX3-DBDR-3D	DMX3 DRV BAYDCON 3D	EA	27,000	100%	0	1,890
13	1	DMX3-2DPAIR	DMX3 DISK DIR 2 PAIR	EA	150,200	100%	0	10,514
14	1	DMX3-SYS24-3D	DMX3 24 SLOT SYS BAY 3D	EA	112,000	100%	0	7,840

Hardware Sub-total	\$ 1,397,640	100%	\$ 0	\$ 98,913
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Configuration Sub-total

Hardware Sub-total	\$ 1,397,640	100%	\$ 0	\$ 98,913
Software Sub-total	\$ 0	0%	\$ 0	\$ 0
Services Sub-total	\$ 0	0%	\$ 0	\$ 0
Maintenance and Warranty Upgrade Sub-total	\$ 0	0%	\$ 0	\$ 0
Configuration Total	\$ 1,397,640	100%	\$ 0	\$ 98,913

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Page 2 of 3

Quote

EMC²

where information lives
178 South St
ROCKINGTON, MA 01746
United States

Quote Prepared By: Rapasik, Christopher
Email: rapasik_christopher@emc.com
Quote #: 1000633905
Date: 05-Sep-2006
Contract:

Prepared For: LEHMAN BROTHERS INC GORDON MARLER 201-490-4764 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Bill To: LEHMAN BROTHERS INC ATTN: ACCOUNTS PAYABLE 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Ship To: LEHMAN BROTHERS INC ALEX BLACK 201-524-2081 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Install: LEHMAN BROTHERS INC n/a n/a 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 1,267,540	100%	\$ 0	\$ 96,813
Software Summary	\$ 0	0%	\$ 0	\$ 0
Services Summary	\$ 0	0%	\$ 0	

Total Price (USD)	\$ 0
-------------------	------

Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 96,813
Annual SW Maintenance Fee	\$ 0

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations).

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09-05-2006

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Page 3 of 3

Quote

EMC²
where information lives
176 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Rapeek, Christopher
Email: rapeek_christopher@emc.com
Quote #: 1000633805
Date: 05-Sep-2006
Contract:

Prepared For: LEHMAN BROTHERS INC GORDON MARLER 201-409-4784 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US		Bill To: LEHMAN BROTHERS INC ATTN: ACCOUNTS PAYABLE 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US		Ship To: LEHMAN BROTHERS INC ALEX BLACK 201-524-2081 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US		Install: LEHMAN BROTHERS INC n/a n/a 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US		
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Install LP Annual (USD)

Notes:

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or, if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

- Equipment and Software - EMC's Basic Ordering Agreement (BOA)
- Lease of Products - EMC's Master Lease Agreement (MLA)
- Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
- Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTB)
- Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities, if any, during the EMC warranty and/or maintenance period. If Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp.

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp.

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative:

By (Sign): _____
Name (Print): _____
Title: _____
Date: _____

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xeroxfax

11:02:02 a m

09-05-2006

5 /6

Nicastro, Norma

From: Martin, Kasha
Sent: Tuesday, September 05, 2006 9:02 AM
To: DeGaetano, Marc
Cc: Wing, Michael; OBrien, Andy; Nicastro, Norma; Grynberg, Mike
Subject: RE: DMX-3 PreApproval Template.xls

Approved. Norma, please enter a return date of 11/15 once the RMA is opened. Thanks- Kasha

-----Original Message-----

From: DeGaetano, Marc
Sent: Wednesday, August 30, 2006 11:48 AM
To: Martin, Kasha
Cc: Wing, Michael; OBrien, Andy; Nicastro, Norma; Grynberg, Mike
Subject: DMX-3 PreApproval Template.xls
Importance: High

Kasha,

Can you please see attached and let me know if you approve? I have already received verbal agreement from Andy.

Thanks.

Marc De Gaetano
Global Account Manager - Lehman Brothers
EMC Corporation
11 Penn Plaza, 11th Floor
New York, NY 10001
Direct: (212) 519-8304
Cell: (917) 757- 6235
Fax: (212) 564-6909
Email: degaetano_marc@emc.com
Web: <http://www.emc.com>

**Delane Division
Pre-Approval Form**

Account Name:	Lehman Brothers
District Manager:	Mike Wing
Rep:	Mike Grynberg
Quote #:	1000833905
Cost of Item:	\$296,405
Anticipated Revenue: (if applicable)	\$1,000,000
Anticipated Margin: (if applicable)	40.0%
Type of Order: (select from menu)	Loan
Loan/Eval Period (if applicable)	60 days
List type of cab or upgrade (or attach copy of Quote Analysis). Ex: DMX2000, NS700	DMX-3
Price Floor being Broken (or attach copy of Quote Analysis): Note: If Price Floor 5 is broken, Price Floor 5 Approval Template will need to be submitted prior to quote being approved.	
Detailed Justification:	Lehman will be doing a technology refresh from DMX-2 to DMX-3 and need to certify the technology in their own environment.

2007-05-30 12:26

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SO# 62067069

Fax Cover Sheet



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all **MODELS** that should NOT ship
in the **Comments** section below
List all RMA's in the "Comments" section below if applicable.

Total Pages: _____

Date: 5/30/2007

From: Norma Nicastro

To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 1 9 1 4 2 6

Bill To Customer: Lehman

Ship To Customer: Lehman

Install At Customer: Lehman

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

** Comments **

* Required field for OCR

2007-05-30 12:26

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Page 1 of 3



175 South St
HOPKINTON, MA 01948
United States

Quote

Quote Prepared By: Cynthia Michal
Email: gmyl@emc.com
Quote #: 1001-91528
Date: 30-May-2007
Contact:
GSA Order No:

Prepared For LEHMAN BROTHERS INC	Bill To LEHMAN BROTHERS INC Accounts Payable	Ship To LEHMAN BROTHERS INC Charles Richards 2014R96377	Install LEHMAN BROTHERS INC c/o c/o 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07310
70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07310 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07310 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07310 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07310 US

Line #	Qty	Product ID	Description	Unit	Total List Price (USD)	Discount	Total Deal Price (USD)	Month LP Annual (USD)
FDL 4100 for Lab								
SYSTEM PSI FOR DL4000-CL								
1	1	DL4100	CX260 Array for Single Engine DL	EA	15,000	100%	0	11,100
2	1	RACK4000-ES	400U COMMON RACK 4 PDP	EA	4,200	100%	0	0
3	1	DL4000-DAE	FULLY LOADED 4GB STILE110 DAE W/NORTHSTAR 6000	EA	30,100	100%	0	2,110
4	1	DL VAULT DAE	4GB FILETTO VAULT DAE W/16 146GB FC DRIVES	EA	5,000	100%	0	0
5	1	FW4000-DS	BACK-UP 40 PWR CORD US	EA	1,150	100%	0	0
6	1	DL-ENGINE GU	50 INTEL BASE D SERVER W/3.2 GHZ CPU & 2GB RAM	EA	30,000	100%	0	0
Hardware Sub-total					\$ 100,350	100%	\$ 0	\$ 10,100
1	1	PS-DAE CDE	CDL IMPLEMENTATION OS	EA	15,820	100%	0	0
Services Sub-total					\$ 15,820	100%	\$ 0	0
1			HW MAINTENANCE Includes months 25-35 @ \$ 0/mo	EA	0	0%	0	0
Maintenance and Warranty Upgrade Sub-total					\$ 0	0%	\$ 0	0
Configuration Sub-total								
Hardware Sub-total					\$ 100,350	100%	\$ 0	\$ 10,100
Software Sub-total					\$ 0	0%	\$ 0	\$ 0
Services Sub-total					\$ 15,820	100%	\$ 0	0
Maintenance and Warranty Upgrade Sub-total					\$ 0	0%	\$ 0	0
Configuration Total					\$ 201,970	100%	\$ 0	\$ 10,100

2007-05-30 12:26

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Page 2 of 3

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176 South St
ROCKINGTON, MA 01740
United States

Quote Prepared for: Glynneing Michau
E-mail: glynneing.michau@emc.com
Quote #: 100-191426
Date: 30-May-2007
Contract
(SFA) Ref: No

Prepared For: LEHMAN BROTHERS INC	Bill To: LEHMAN BROTHERS INC Accounts Payable	Ship To: LEHMAN BROTHERS INC Charles Richards 20149-0977	Install: LEHMAN BROTHERS INC r/c r/c
70 HUDSON STREET 8TH FLOOR JERSEY CITY, NJ 07310 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US
Line # Qty Product ID	Description	Units Total List Price (USD)	Discount Total Deal Price (USD) Min. LP Annual (USD)

Proposal Summary

Hardware Summary	\$ 106,150	100%	\$ 0	\$ 106,150
Software Summary	\$ 0	0%	\$ 0	\$ 0
Services Summary	\$ 15,620	100%	\$ 0	\$ 15,620

Total Price (USD)	\$ 0
-------------------	------

Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 10,184
Annual SW Maintenance Fee	\$ 0
Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items. If maintenance was ordered, the level ordered will be used for these calculations.	

2007-05-30 12:27

>> RightFax

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Page 3 of 3

Quote

Quote Prepared By: Grynberg, Michael
E-mail: grynberg.mike@emc.com
Quote #: 1901101420
Date: 30 May 2007
Contract:
CRM Deal? No

EMC²
where information lives

170 South St
HOPKINTON, MA 01749
United States

Prepared For LEHMAN BROTHERS INC	Bill To: LEHMAN BROTHERS INC Accounts Payable	Ship To: LEHMAN BROTHERS INC Charles Richards 2014908077 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Install: LEHMAN BROTHERS INC N/A N/A N/A 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US					
70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US					
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)

Notes

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or if none, to the appropriate then current standard EMC Agreement for the products or services quoted. These standard agreements copies of which shall be made available upon request are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)
Lease of Products - EMC's Master Lease Agreement (MLA)
Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPA) or Support Exhibit
Consulting, Technical Solutions, Professional or Customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty or Equipment repairs and accessories is as between either it or the existing system in which the upgrade or addition is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of issue.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities, if any, during the EMC warranty and/or maintenance period. If Customer does not elect, or Customer does not allow the use of such remote access capability then EMC shall advise and Customer shall pay the amount of EMC's then current standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or to EMC accepted by Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or services whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty services or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at http://www.emc.com/products/warranty_maintenance/index.jsp.

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at http://www.emc.com/products/warranty_maintenance/index.jsp.

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative
By (Sign) _____
Name (Print) _____
Title _____
Date _____

Nov 05 2007

2007-05-30 12:27

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**Delane Division
Pre-Approval Form**

Account Name:

Lehman Brothers

District Manager:

Mike Wing

Rep:

Mike Grynberg

Quote #:

1001191426

Cost of Item:

\$46,207

Anticipated Revenue: (if applicable)

\$46,207

Anticipated Margin: (if applicable)

0.0%

Type of Order: (select from menu)

Loan

Loan/Eval Period (if applicable)

List type of cab or upgrade (or
attach copy of Quote Analysis) Ex DMX2000
NS700

EDL 4100

Price Floor being Broken (or
attach copy of Quote Analysis) Note: if Price
Floor 5 is broken. Price Floor 5 Approval Template
will need to be submitted prior to quote being
approved

Detailed Justification:

Lehman currently has a beta box in there lab that was
installed as a poc. EMC engineering wants the box back
and we need to give them a replacement. We will bundle
this into Q2 business.

2007-05-30 12:27

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Page 1 of 2

Nicastro, Norma

From: Stewart, Seth
Sent: Thursday, May 24, 2007 5:19 PM
To: Nicastro, Norma; DeMaria, Robert; OBrien, Andy
Cc: Bromfield, Danielle
Subject: RE: EDL Lab Unit

Approved

From: Nicastro, Norma
Sent: Thursday, May 24, 2007 11:16 AM
To: DeMaria, Robert; Stewart, Seth; OBrien, Andy
Cc: Bromfield, Danielle
Subject: RE: EDL Lab Unit

seth,

can you approve this?

From: DeMaria, Robert
Sent: Friday, May 18, 2007 3:21 PM
To: Stewart, Seth; OBrien, Andy
Cc: Bromfield, Danielle; Nicastro, Norma
Subject: RE: EDL Lab Unit

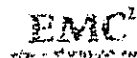
No, if they will be needed it will come under a separate cover.

Robert C. DeMaria
Global Account Manager – Lehman Brothers
EMC Corporation
Mobile # 732-233-0849
Office # 212-519-8246



information infrastructure
is a fundamentally new approach to putting information first,
putting it to work, and leveraging its value.

store protect optimize leverage



From: Stewart, Seth
Sent: Friday, May 18, 2007 8:46 AM
To: DeMaria, Robert; OBrien, Andy
Cc: Bromfield, Danielle; Nicastro, Norma
Subject: RE: EDL Lab Unit

Robert,

5/30/2007

2007-05-30 12:27

>> RightFax

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Page 2 of 2

Are we shipping as a loaner? Are there services required to set the box up?

Thanks
Seth

From: DeMaria, Robert
Sent: Thursday, May 17, 2007 3:17 PM
To: OBrien, Andy
Cc: Stewart, Seth; Bromfield, Danielle; Nicastro, Norma
Subject: FW: EDL Lab Unit

Andy,

Need this to get approved asap please. We cannot install the NAS units without this.

thanks!

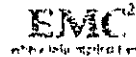
Robert C. DeMaria
Global Account Manager – Lehman Brothers
EMC Corporation
Mobile # 732-233-0849
Office # 212 519-8246



information infrastructure

is a fundamentally new approach to putting information first,
putting it to work, and leveraging its value.

store protect optimize leverage



5/30/2007

Oct 22 07 08:43a e

212-301-7001

p. 1

SO#

62313511

Fax Cover Sheet



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all MODELS that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 10/22/2007

From: Loren Bednor To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 4 1 7 2 0 7

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

**** Comments ****

* Required field for OCR

Oct 22 07 08:43a

e

212-301-7001

p. 2

**Delane Division
Pre-Approval Form**

PROCESS: This completed form should be sent to your DM, then to the AM, who will send their approval to the Business Manager. Upon approval by the Business Manager, the coordinator can have corporate book the order.

Account Name:	Lehman Brothers
District Manager:	Michael Wing
Rep:	Mike Grynberg/Toni Johnson
Quote #:	1001417207
Cost (COGS from DXP quote analysis):	\$334,505 - Hardware \$215,940 - Software
Anticipated Revenue: (if applicable)	\$6,000,000
Date needed and why (if applicable): Date should tie to a migration schedule, install date or start of POC. ASAP/today is not acceptable.	Week of November 5th
Date requested	10/18/2007
Type of Order: (select from menu)	Loan
Loan/Eval Period- expiration date (if applicable)	31-Jan-08
Type of cab or upgrade (or attach copy of Quote Analysis): Ex: DMX2000, NS700	DMX2500 (see attached configuration)
Services required (if services are required, which CSM/L was contacted and when? What is the date POC services need to commence?)	
Justification:	Eval of equipment
Detailed Justification:	Lehman Bros is building a new datacenter, schedule to open in April 2008. Lehman's policy is to only install equipment into a production site after it has been evaluated in there Lab and meets the documented requirements. With the features and functions of DMX4 it would be the preferred Tier 1 stroage option but Lehman wants to get first hand access to ensure the technology meets their standards and will install and perform within acceptable guidelines.

Guidelines:

Definitions: Evals will convert to revenue, loaners will return to EMC, swaps the old gear will return to EMC and new gear remain at the customer.
\$0 sales are giveaways
Detailed justification must include a compelling reason to send the specific equipment. The promise of a future deal is not adequate.
Several fields will be used for tracking, including return date and justification- please make these as accurate as possible.
Rack/kits, cables, and other small requests should be \$0 sales due to the effort involved in tracking RMA's.
Multiple quotes can go on 1 form, with total cogs and equipment lists.

Required for Swaps:	Model/Description/Count- from DXP	COGS
Items needed- this request		
Items to be returned- from original sale		
Original SO# and date		

Oct 22 07 08:43a e

212-301-7001

p.3

Page 1 of 4

178 South St
HOPKINTON, MA 01748
United StatesPrepared For:
LEHMAN BROTHERS INC
Philip Smith70 HUDSON STREET
9TH FLOOR
JERSEY CITY, NJ 07302
USBilled To:
LEHMAN BROTHERS INC
Accounts Payable70 HUDSON STREET
9TH FLOOR
JERSEY CITY, NJ 07302
US

Quote

Quote Prepared By: Johnson, Tjuana A
Email: johnson_tam@emc.com

Quote #: 1001417207

Date: 22-Oct-2007

Contract
GSA Deal? NoShip To:
LEHMAN BROTHERS INC
Gordon Marler
201-490-4764
70 HUDSON STREET
9TH FLOOR
JERSEY CITY, NJ 07302
USInstall
LEHMAN BROTHERS INC
n/a
n/a
70 HUDSON STREET
9TH FLOOR
JERSEY CITY, NJ 07302
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
DMX4 2500 Eval								
SYSTEM SYMM7.5.2 PAIR SOLUTION								
1	16	S94-16-DR	DMX4 STOR BAY 16SLT DR ENCL	EA	80,600	100%	0	6,272
2	2	DMX4151451B	146GB 15K 144 81GB ONEDRV	EA	5,070	100%	0	414
3	6	DMX4151456B	146GB 15K 1013 07GD 7+1	CA	161,440	100%	0	13,317
4	4	DMX4153001B	300GB15K 295 01GB ONEDRV	EA	18,600	100%	0	1,356
5	2	DMX4725001B	500GB 7.2K 493 191GB ONEDRV	EA	5,420	100%	0	396
6	3	DMX4725006B	500GB 7.2K 3452 33GB 7+1	EA	65,040	100%	0	4,749
7	14	DMX4153008B	300GB 15K 2071 39GB 7+1	EA	520,800	100%	0	38,022
8	6	DMX4-MCM-16GD	16 GB GLOBAL MEMORY DIR	EA	191,800	100%	0	12,726
9	4	DMX4-50000B	DMX4 SPT FC DIR BWDS	EA	338,460	100%	0	23,551
10	4	DMX4-ACONJP-50	AC CONNECTOR 3 PHASE	EA	2,400	100%	0	168
11	6	DMX4-PCBL3DHR	DMX4 PWR CBL HBL-RSTOL 3D	EA	18,150	100%	0	0
12	3	DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	EA	47,370	100%	0	3,315
13	1	24S-CONFIC06	24S-CONFIC06KIT	EA	0	0%	0	0
14	4	SB-BBU	STOR BAY BATTERY BACK-U	EA	13,600	100%	0	952
15	1	DMX4-DBDR-3D	DMX4 DRV BAY DC ON 3D	EA	29,625	100%	0	2,074
16	1	DMX4-2DAPAIR	DMX4-DISK DIR 2 PAIR	EA	160,220	100%	0	11,775
17	1	DMX4-SYS24-3D	DMX4 24 SLOT SYS BAY 3D	EA	112,895	100%	0	7,803
Hardware Sub-total					\$ 1,797,090	100%	\$ 0	\$ 129,919
1	1	TF-M-RN-OPN	RT FOR TF-M ON OPEN SYSTE	EA	0	0%	0	0
2	1	SRDFCG-RN-OPN	RT FOR SRDFCG ON OPEN SYS	EA	0	0%	0	0
3	1	SRDF-S-RN-OPN	RT FOR SRDF-S ON OPEN SYS	EA	0	0%	0	0
4	1	TFSNAP-RN-OPN	RT FOR TFSNAP ON OPEN SYS	EA	0	0%	0	0
5	1	SYMPRCNT-RN-O	RT KIT OPEN SYSTEMS HOST ON DMX WITH SYMPRCNT	EA	0	0%	0	0
6	1	DYNCP-RN-OPH	RT KIT FOR OPEN SYSTEMS HOSTS ATTACHED TO DMX	EA	0	0%	0	0
7	1	SRDF-A-RN-OPN	RT FOR SRDFA ON OPEN SYS	EA	0	0%	0	0
8	1	TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	EA	0	0%	0	0
9	43	CC-OPTM-C04	SYMM OPT 1TB (41-60TB)	EA	65,790	100%	0	8,690
10	43	CC-SM-C04	SAN MAN 1TB (41-60TB)	EA	64,070	100%	0	11,524
11	1	CC-ADV-BASE	SAN ADV BASE LICENSE	EA	7,695	100%	0	1,385
12	43	CC-ADV-C04	SAN ADV 1TB (41-60TB)	EA	39,345	100%	0	7,095
13	43	OR-DM-C04	OR-DM 1TB (41-60TB)	EA	230,050	100%	0	34,520
14	1	OR-DM-BASE	OR-DM BASE LICENSE	EA	32,940	100%	0	4,941
15	43	SRDF-CG-C04	SRDF-CG 1TB (41-60TB)	EA	35,690	100%	0	5,375
16	1	TF-CLONE-BASE	TF-CLONE BASE LICENSE	EA	29,070	100%	0	4,361
17	43	TF-CLONE-C04	TF-CLONE 1TB (41-60TB)	EA	114,380	100%	0	17,168
18	43	SRDF-A-C04	SRDF-A 1TB (41-60TB)	EA	221,020	100%	0	33,152
19	1	SRDF-A-BASE	SRDF-A BASE LICENSE	EA	32,940	100%	0	4,941
20	1	SRDFS-ADD-BASE	SRDFS-ADD BASE LICENSE	EA	16,470	100%	0	2,471
21	43	SRDFS-ADD-C04	SRDFS-ADD 1TB (41-60TB)	EA	110,080	100%	0	16,511
22	43	TFSNAP-ADD-C04	TFSNAP-ADD 1TB (41-60TB)	EA	58,760	100%	0	8,514
23	43	CC-SYMPK-C04	SYMM PKG 1TB (41-60TB)	EA	177,590	100%	0	26,650
24	1	CC-OPTM-BASE	SYMM OPT BASE LICENSE	EA	17,900	100%	0	2,665
25	1	SRDF-CG-BASE	SRDF-CG BASE LICENSE	EA	8,310	100%	0	797
26	43	TF-M-C04	TF-M 1TB (41-60TB)	EA	28,380	100%	0	4,257
27	1	TF-M-BASE	TF-M BASE LICENSE	EA	7,280	100%	0	1,094
28	12	CC-SM-N04	SAN MAN 1TB (41-60TB) NLT3	EA	8,940	100%	0	1,608
29	12	CC-ADV-N04	SAN ADV 1TB (41-60TB) NLT3	EA	5,520	100%	0	996
30	12	CC-SYMPK-N04	SYMM PKG 1TB (41-60TB) NLT3	EA	24,780	100%	0	3,728
31	12	OR-DM-N04	OR-DM 1TB (41-60TB) NLT3	EA	32,100	100%	0	4,812
32	12	SRDF-CG-N04	SRDF-CG 1TB (41-60TB) NLT3	EA	4,960	100%	0	744
33	12	CC-OPTM-N04	SYMM OPT 1TB (41-60TB) NLT3	EA	9,180	100%	0	1,380
34	12	TF-M-N04	TF-M 1TB (41-60TB) NLT3	EA	3,960	100%	0	500
35	12	SRDFS-ADD-N04	SRDFS-ADD 1TB (41-60TB) NLT3	EA	15,360	100%	0	2,304
36	12	TF-CLONE-N04	TF-CLONE 1TB (41-60TB) NLT3	EA	15,060	100%	0	2,400
37	12	SRDF-A-N04	SRDF-A 1TB (41-60TB) NLT3	EA	30,840	100%	0	4,632
38	12	TFSNAP-ADD-N04	TFSNAP-ADD 1TB (41-60TB) NLT3	EA	7,920	100%	0	1,188
39	43	PPME-OR-C04	PPME-OR 1TB (41-60TB)	EA	102,125	100%	0	18,403
40	1	PPME-OR-BASE	PPME-OR BASE LICENSE	EA	14,650	100%	0	2,837
41	12	PPME-OR-N04	PPME-OR 1TB (41-60TB) NLT3	EA	14,280	100%	0	2,568
42	43	SYMPRCNT-C04	SYMM PRIORITY CONTROLS 1TB (41-60TB)	EA	71,380	100%	0	10,707
43	12	SYMPRCNT-N04	SYMM PRIORITY CONTROLS 1TB (41-60TB) NLT3	EA	9,900	100%	0	1,506
44	43	DYNCP-C04	DYNAMIC CACHE PARTITIONING 1TB (41-60TB)	EA	71,380	100%	0	10,707
45	12	DYNCP-N04	DYNAMIC CACHE PARTITIONING 1TB (41-60TB) NLT3	EA	9,900	100%	0	1,506
46	1	SYMPRCNT-BASE	SYMM PRIORITY CONTROLS BASE LICENSE	EA	8,100	100%	0	1,379
47	1	DYNCP-BASE	DYNAMIC CACHE PARTITIONING BASE LICENSE	EA	9,100	100%	0	1,379
48	1	CC-SMG-BASE	EMC CONTROL CENTER 6.0 SAN MGR BASE	EA	12,700	100%	0	2,300
49	1	CC-SYMPK-BAS	EMC CONTROL CENTER 6.0 SYMMETRIX PACKAGE BASE	EA	21,990	100%	0	3,299
50	1	CC-INST-KIT8	EMC CONTROL CENTER 6.0 INSTALLATION KIT	EA	0	0%	0	0
51	1	SMC-SW-KIT8	SMC 6.0 SOFTWARE KIT	EA	0	0%	0	0

EMC Confidential

Oct 22 07 08:44a

e

212-301-7001

p. 4

Page 2 of 4

Quote

EMC²
where information lives

176 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Johnson, Tjanna A
Email: johnson_tjanna@emc.com
Quote #: 1001417207
Date: 22-Oct-2007
Contract:
CSA Deal? No

Prepared For: LEHMAN BROTHERS INC Philip Smith	Bill To: LEHMAN BROTHERS INC Accounts Payable	Ship To: LEHMAN BROTHERS INC Gordon Marler 201-489-4764	Install: LEHMAN BROTHERS INC n/a n/a
70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
			Software Sub-total		\$ 1,799,195	100%	\$ 0	\$ 278,094
1	1		SW MAINTENANCE Includes months 1-12 @ \$ 0/mo	EA	0	0%	0	
			Maintenance and Warranty Upgrade Sub-total		\$ 0	0%	\$ 0	

Configuration Sub-total

Hardware Sub-total	\$ 1,707,000	100%	\$ 0	\$ 120,910
Software Sub-total	\$ 1,799,195	100%	\$ 0	\$ 278,094
Services Sub-total	\$ 0	0%	\$ 0	
Maintenance and Warranty Upgrade Sub-total	\$ 0	0%	\$ 0	
Configuration Total	\$ 3,506,285	100%	\$ 0	\$ 405,013

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212-301-7001

p. 5

Page 3 of 4

Quote



175 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Johnson, Tijuana A.
Email: johnson_tam@emc.com
Quote #: 1001417207
Date: 22-Oct-2007
Contract:
GSA Order? No

Prepared For: LEHMAN BROTHERS INC Philip Smith	Bill To: LEHMAN BROTHERS INC Accounts Payable	Ship To: LEHMAN BROTHERS INC Gordon Marler 201-499-4764 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US	Install: LEHMAN BROTHERS INC n/a n/a 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 1,707,090	100%	\$ 0	\$ 126,919
Software Summary	\$ 1,799,195	100%	\$ 0	\$ 278,094
Services Summary	\$ 0	0%	\$ 0	

Total Price (USD)	\$ 0
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Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 126,919
Annual SW Maintenance Fee	\$ 278,094

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations)

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p. 6

Page 4 of 4

Quote



178 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Johnson, Tiquia A
Email: johnson_tam@emc.com
Quote #: 1001417207
Date: 22-Oct-2007
Contract
GSA Deal? No

Prepared For: LEHMAN BROTHERS INC Philip Smith			Bill To: LEHMAN BROTHERS INC Accounts Payable			Ship To: LEHMAN BROTHERS INC Gordon Marler 201-499-4764 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US			Install: LEHMAN BROTHERS INC n/a n/a 70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US		
70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US			70 HUDSON STREET 9TH FLOOR JERSEY CITY, NJ 07302 US								
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)			

Notes:

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

- Equipment and Software - EMC's Basic Ordering Agreement (BOA)
- Lease of Products - EMC's Master Lease Agreement (MLA)
- Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
- Consulting, Technical Solutions, Professional or Customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
- Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities. If any, during the EMC warranty and/or maintenance period, if Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative:

By (Sign) _____
Name (Print) _____
Title _____
Date _____

Rev 060501

EMC Confidential

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p. 1

SO# 62443272



Fax Cover Sheet

DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐

If partial shipment, list all **MODELS** that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 12/31/2007

From: Loren Bednor

To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:*

1 0 0 1 4 9 1 1 0 4

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

**** Comments ****

* Required field for OCR

Dec 31 07 03:30p

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000056271	Dec-31-2007		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	CENTERA ON DEMAND MIGRATION RENTAL - NEW YORK (2X12 node centera frame 9 month rental)		1.00MON	58,734.00	58,734.00	Jan-14-2008

Ship To: 85AXXVHARD
85 10th Avenue
New York NY 10011
United States

Schedule Total 58,734.00

Quote #1001491171

Item Total 58,734.00

2- 1	CENTERA ON DEMAND MIGRATION RENTAL NEW YORK (2X12 node centera frame 9 month rental)		1.00 MON	58,734.00	58,734.00	Jan-14-2008
------	--	--	----------	-----------	-----------	-------------

Ship To: 27CXXVBLDG Attn: Saint, Magan
27 Commerce Drive
Cranford NJ 07016-3610
United States

Schedule Total 58,734.00

Quote #1001491104

Item Total 58,734.00

Total PO Amount 117,468.00

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE; TERM; TERMINATION -- These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal, upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES -- Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on this Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

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Dec 31 07 03:30P

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000056271	Dec-31-2007		2
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

DELIVERY AND ACCEPTANCE; RISK OF LOSS; CUSTOMER'S PROPERTY -- Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer.

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own information and that of its affiliates and clients as part of its business. Use includes use by or on behalf of Customer or Customer's affiliates, and use by third parties under contract to provide services to Customer or its affiliates, on any number of PCs and in any number of instances, subject to the restrictions set forth herein. If applicable, Use also includes the right of Customer to freely use and distribute, internally within Customer, among Customer's affiliates, and with Customer's clients, data produced by the Software, including data in any proprietary formats used by the Software. Customer may make a reasonable number of copies of the Software solely for backup, training, archiving, testing and disaster recovery. "Software" means the software programs listed in this Order and any upgrades, updates, enhancements, modifications, alterations, improvements, revisions, releases, and new versions. Customer may transfer the Software from one hardware platform or operating system to another (or both) for which the Software is or becomes generally available, at no additional charge. Customer will not modify, reverse assemble, or reverse compile any part of the Software, except as permitted by applicable law. Customer may make copies of and incorporate any documentation for the Software in other works prepared for Customer's business, so long as all intellectual property notices of Supplier are included as they appear on or in the documentation.

COMPLIANCE WITH LAWS -- In connection with the products provided and/or services performed hereunder, Supplier shall at Supplier's sole cost, comply with, and shall require all Suppliers, subcontractors and/or consultants retained by Supplier to comply with (i) all requirements of applicable laws, orders, rules and regulations of governmental authorities, and (ii) all policies, rules and regulations of Customer (including, without limitation, Customer's policies regarding security and testing for controlled substances) and of the building in which the products are provided and/or the services are to be performed. Supplier shall not file any mechanic's or materialman's lien or claim against Customer's property nor against the buildings in which the products are provided and/or the services are performed, nor shall Supplier suffer or permit any such lien to be filed by any of its subcontractors and/or consultants.

CONFIDENTIALITY -- Supplier shall preserve as confidential all information related to the business activities of Customer and its affiliates, clients, and entities with whom Customer does business that may be obtained by Supplier from any source (such information, together with the existence and terms of this Order, constituting the "Confidential Information"). Supplier shall hold Confidential Information in trust and confidence for Customer and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Customer in writing, and to limit access and disclosure of such Confidential Information to Supplier's personnel on a "need to know" basis only. Confidential Information does not include any particular information that the Supplier can demonstrate (i) is currently in the public domain, (ii) was previously known to Supplier free from any obligation to keep it confidential, (iii) was or is publicly disclosed by or on behalf of the Customer either prior to or subsequent to the receipt of such information by Supplier, (iv) is independently developed by the Supplier without any access to or use of Confidential Information of Customer, or (v) is rightfully obtained by Supplier from a third party lawfully in possession of the Confidential Information and who is not bound by confidentiality obligations to Customer. Supplier

Signature not required on emailed Pos

Dec 31 07 03:30p

Purchase Order

Lehman Brothers - Americas
1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LRUSA-0000056271	Dec-31-2007		3
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPP	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P O. Box 2339
Secaucus NJ 07098-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

may disclose Confidential Information of Customer if required to do so under applicable law, rule or order provided that Supplier, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure so that Customer may seek a protective order or other appropriate remedy, and provided further that Supplier discloses no more Confidential Information of the Customer than is reasonably necessary in order to respond to the required disclosure. At any time at the request and option of the Customer and in the event of termination or expiration of the Order (or any part thereof), Supplier agrees to promptly: (i) return to Customer the Confidential Information; or (ii) destroy or permanently erase (on all forms of recordation) the Confidential Information and, if requested by Customer, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased. In addition, Supplier acknowledges and agrees that any disclosure of Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.

WARRANTY - Supplier warrants that all products sold under this Order are free from defects in material, workmanship and design, and that all services provided under this Order shall be performed in a high-quality, professional and workmanlike manner by qualified personnel.

PUBLICITY - Supplier will not use the name or marks of, refer to, or identify Customer (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising without the prior written consent of Customer in each such instance.

INSURANCE - Supplier at its sole cost and expense, shall maintain with insurance companies having a Best's rating of A or better, (i) comprehensive general liability insurance in an amount not less than \$2,000,000 and (ii) automobile liability insurance in an amount not less than \$1,000,000 and (iii) worker's compensation insurance as required by law. Such policies shall include an endorsement naming Customer and any other entities designated by the Customer as additional insureds and shall include a waiver by the insurance carrier of any subrogation rights. Within ten (10) days after the date hereof, Supplier shall deliver to Customer binders or certificates of insurance showing that each policy of insurance which Supplier is required to maintain hereunder is in full force and effect and that the premium therefor has been paid in full and providing that such policies may not be canceled, supplemented, amended or modified before the expiration date thereof without issuing company giving at least thirty (30) days prior written notice to Customer.

INDEMNIFICATION -- Supplier shall, at its own expense, indemnify, defend and hold harmless Customer, Customer's parent, subsidiaries and affiliates and any additional indemnified parties that may be designated by Customer, together with the respective partners, agents, officers, directors and employees of all of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any act or omission or willful misconduct of Supplier or any consultant, engineer or other party retained by Supplier or any of its or their partners, directors, officers, employees, agents or subcontractors; (ii) any breach or default by Supplier in the performance of any of its obligations under this Order, or (iii) any claim that any product and/or services furnished by or on behalf of Supplier, or the use thereof by Customer, constitutes an infringement, misappropriation or unlawful use or disclosure of any intellectual property rights of a third party.

LIMITATION OF LIABILITY -- IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS ORDER; OR (C) ANY UNLAWFUL OR WILLFUL MISCONDUCT BY SUPPLIER.

RECORD RETENTION AND INSPECTION - During the term of this Order and for a period of at least three (3) years after the date of the final payment under this Order, Supplier will maintain complete and accurate accounting records in connection with products provided and Services performed under this Order, in accordance with generally accepted accounting principles applied on a consistent basis, to substantiate its charges hereunder. Such records will include, without limitation, payroll records,

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Dec 31 07 03:31P

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Purchase Order		Dispatch via E-Mail	
LAUSA-0000056271	Date	Revision	Page
	Dec-31-2007		4
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
attendance cards, time tracking sheets and job summaries. Supplier will provide Customer or its designees access to such records for audit purposes during the term of this Order and for three (3) years after the date of the final payment under this Order.						

BREACH/REMEDIES - In the event of any breach of this Order by Supplier, Customer may (reserving cumulatively all other remedies and rights under this Order, at law and in equity) terminate this Order, in whole or in part, by giving Supplier thirty (30) days' prior written notice of termination thereof; provided, however, that such termination will not be effective if Supplier has cured the breach of which it has been notified prior to the expiration of such thirty (30) day notice period. Additionally, Customer may terminate this Order for convenience by giving Supplier written notice specifying the termination date. In such event, Customer will be obliged to pay Supplier at the agreed upon rates for all products and services accepted by Customer up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges.

MISCELLANEOUS - Except to the extent the parties have entered into an agreement covering the products and/or services provided hereunder (in which case such other agreement's terms shall apply), (a) this Order constitutes the entire agreement between the Customer and the Supplier and voids all prior agreements concerning the subject matter hereof; and (b) no modification, amendment, supplement to, or waiver of this Order or any of its provisions shall be binding upon the parties unless made in a writing duly signed by both parties, and specifically referencing these T&Cs, and stating that such modification, amendment, or supplement is made to modify, amend or supplement these T&Cs. No amendment or modification to these T&Cs may be executed via electronic signatures unless the parties first agree in a writing that is not an electronic communication to be bound by electronic signatures. Any purchase order printed on a form provided by Supplier may be used for convenience only, but these T&Cs shall solely control the terms of this Order, and any such terms contained on any form(s) received from Supplier shall be of no force and effect. Failure or delay on the part of Customer to exercise any right hereunder shall not operate as a waiver thereof. Any services performed by Supplier will be performed as an independent contractor, and Supplier will be solely responsible for any applicable payroll or income taxes. This Order shall be governed under the laws of the State of New York, excluding its conflicts of laws rules. If any term, provision or part of these T&Cs is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of these T&Cs will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law. Supplier may not assign this Order or delegate any of its responsibilities hereunder without the prior written consent of the Customer, and any such purported assignment or delegation shall be null and void. Customer may freely assign this order to any affiliate, or to any entity acquiring all or substantially all of its assets or which is a successor by merger to Customer, or to any party acquiring that portion of Customer's business to which the products and/or services purchased or licensed under this Order pertain. Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of the Order (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of this Order and continue in full force and effect thereafter.

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LEHMAN BROTHERS

12/31/2007 12:03 PM PAGE

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LEHMAN BROTHERS



where information flows

BASIC RENTAL AGREEMENT

Reference Number:

EMC Corporation ("EMC"), 171 Route 22, Hopkinton, MA 01748, and

Lehman Brothers

the Basic Rental Agreement ("BRA") shall govern the rental of EMC Equipment and Software based on a Schedule, and the provision of services, to Customer.

1. DEFINITIONS:

- A. "Equipment" means the hardware identified on each Schedule.
B. "Software" means (i) "Core Software" (the programming and/or microcode Software included by EMC with Equipment to enable it to perform its basic functions), (ii) "Enterprise Storage Software" (the programming, other than Core Software, licensed or distributed by EMC and included on each Schedule), and (iii) all EMC documentation.
C. "Master Order" means a document typically Customer's purchase order form or EMC's standard customer order form, which is signed by Customer, and specifies Equipment and/or Software ("Products") and includes relevant services, including services which are not provided under a schedule, signed acknowledgment of Customer's order to obtain from EMC under this BRA are sufficient other information to complete the transaction.
D. "Installation Site" means the location specified on the Schedule.

2. RENTAL, ORDER, AND TERMINATION: EMC agrees to rent the use of the Product for a period set forth on the Schedule for the use of the Product based on the Schedule for Customer's internal purposes. The execution of this BRA and Schedule shall constitute a Rental Order. Customer's order, if signed by Customer, shall constitute a Rental Purchase Order, which shall be subject to acceptance by EMC. The rental period has its start on the applicable Schedule, which shall be the date of the EMC invoice. Customer shall return the Product to EMC at the end of the Rental Period. However, should Customer not return the Product at the end of the Rental Period, the rental term shall continue to pay EMC, as a usage fee and not as a penalty, the rental term as stated on the Schedule. Subject to EMC's cost approval, all rental fee amounts are due and payable in United States dollars and in full every 30 days after the date of EMC's invoice, with interest accruing at the highest bank rate then in effect. If Customer fails to pay the rental fee or pays late, or any time after the end of the Rental Term, EMC may at any time during the Rental Period and not requiring any other notification, EMC may leave, under the Installation Site and remove the Product, with no liability to Customer and at Customer's expense. This BRA may be terminated during the Rental Term by EMC for breach of this BRA by Customer.

3. TITLE, RISK OF LOSS, SHIPMENT AND PRODUCT RETURN: Title in Equipment and Software shall remain with EMC at all times during the Rental Period. The risk of loss to the Equipment and Software shall be with Customer during the Rental Period and Customer shall insure the Equipment and Software for full value. Customer shall in no event remove the Product from the Installation Site without prior written EMC approval. EMC shall arrange shipment of the Equipment and Software to the Installation Site designated on the Schedule on a mutually agreed date. Freight and insurance charges to and from the Installation Site shall be borne by EMC. Software may be provided by download, email, and/or other means. Customer shall pay EMC all standard charges for repair, replacement or replacement of the Product, caused by Customer's failure to comply.

4. WARRANTIES:
EMC warrants and certifies that during the Rental Period, EMC warrants THAT PRODUCTS WILL OPERATE IN ACCORDANCE WITH EMC'S PUBLISHED SPECIFICATIONS. EMC MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

5. SOFTWARE:

- A. License: EMC grants Customer a license to use Core Software, at no separate charge, on the Equipment with which it is shipped. Such license terminates on and after the date of the Equipment with which it is shipped. EMC grants Customer a license to use Enterprise Storage Software, up to the permitted capacity of applicable, on a non-exclusive, non-transferable, non-sublicensable, non-assignable, and shall not be subject to the rental fee and the Software is used solely in conjunction with the Equipment and/or related internal processing unit for which it was licensed. EMC may terminate license, without liability, if Customer breaches this BRA. Upon termination, Customer shall return all use and return of all EMC's confidential information of Software (including copies) to EMC. Customer shall not, without EMC's prior written consent, copy, provide, disclose or otherwise make available Software to any third party or any other person other than Customer's employees, consultants or independent contractors ("Third Parties"), who shall use Software solely for Customer's internal business purposes in a manner consistent with the BRA. Customer shall be fully responsible to EMC for the compliance of its Personnel involved. Any use of Software provided by EMC is governed by this BRA.

- B. Ownership: Software is licensed only. No title to, or ownership of, the Software is transferred to Customer. Customer may only make one copy of Software for active purposes only. Customer shall maintain and include copyright and other proprietary notices on and in any copies, including but not limited to paper, physical or electronic copies, of the Software. Neither Customer nor any of its agents or Personnel shall modify, alter, or

modification, create derivative works from, reverse engineer, reverse compile or otherwise reduce to human readable form the Software without EMC's prior written consent. Any programming that is incorporated in a "hard-to-read" hard-copy format, agreement or is obtained after EMC's acceptance of a license agreement by electronic means, shall be governed solely by such license.

6. INDEMNITY: EMC shall defend Customer against any third party claim that Product(s) infringe a US patent or copyright, and pay the resulting costs and damages awarded against Customer by a court of competent jurisdiction, provided Customer (i) notifies EMC promptly in writing of such claim, (ii) grants EMC sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to an EMC request for assistance. Should any Product(s) be found to be infringing, or if EMC's opinion is that it may be found to be infringing, EMC shall, at its option and expense, (a) procure for Customer the right to make continued use thereof, (b) replace or modify such use so that it becomes non-infringing, or (c) recover the cost of the Equipment and/or Software. EMC shall have no liability if the alleged infringement is based on (i) combination with non-EMC products, (ii) use for a purpose or in a manner for which the Product was not designed, (iii) use of any other version of the Software when use of a newer EMC version would have caused the infringement, (iv) any modification not made with EMC's written approval, (v) any intended property right owned or licensed by Customer. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND EMC'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

7. LIMITATIONS OF LIABILITY: EXCEPT AS PROVIDED OTHERWISE IN SECTION 8 ABOVE, EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF PRODUCT OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (a) US \$50,000 FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, EXCEPT FOR CLAIMS ARISING UNDER SECTION 8 OR 8 ABOVE, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND ANY CLAIM BASED ON PRODUCT OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE DATE OF ACTION ACCRUES.

8. PRODUCT MAINTENANCE: EMC may provide some portions of Software and shall provide continuous support and maintenance for Equipment and the current and previously (prior release of Software, in accordance with EMC's then current policies and procedures ("Product Maintenance"), at no additional charge during the Rental Period. During the Rental Period, Customer shall not, without EMC's prior written approval, (a) modify, alter or otherwise change the Software, (b) modify EMC's proprietary Software, (c) permit changes by EMC at EMC's expense which do not adversely affect performance or interchangeability or are required by law or for safety or security, (d) give EMC reasonable access and limited facilities necessary for performance by EMC, and (e) permit EMC to make changes to the Software provided by Customer. Failure to allow EMC to make changes shall constitute a breach of this BRA and the applicable Schedule and shall be subject to termination by EMC. EMC may change the scope of Product Maintenance at any time. Product Maintenance does not include efforts to modify, repair or replace Products as a result of (a) accident or neglect, (b) problems relating to or resulting in other than or outside the Rental Period, (c) use of the Product in a manner not in accordance with EMC's instructions or the applicable specifications, (d) use in an environment, in a manner, or for a purpose for which the Product was not designed, or (e) hardware, modification, alteration or repair by anyone other than EMC or its authorized representatives. EMC has no obligation whatsoever for Products that are not EMC's or whose original configuration or release have been modified, or for Software installed on hardware other than the Equipment or related internal processing unit for which it was licensed. All requests for Product or Software issues shall be referred to and become the property of EMC. Customer warrants EMC to have diagnostic, troubleshooting tools and related materials used in warranty or replacement services at Customer's site, but shall (i) not copy or make any use thereof whatsoever, and (ii) protect such from disclosure to any third party and give EMC reasonable access thereto.

9. MISCELLANEOUS: Customer shall comply with and obtain all authorizations required by U.S. export control laws and all related regulations. EMC may identify Customer for reference purposes. Customer shall not assign this BRA or any right or delegate any performance. This BRA (i) is the complete agreement of the parties with respect to the subject matter hereof, (ii) may be modified only by a writing signed by both parties, (iii) is governed by the law of the Commonwealth of Massachusetts, including its conflict of law rules and The U.N. Convention on Contracts for the International Sale of Goods, (iv) applies to services provided in the absence of a separate, signed acknowledgment, and (v) shall survive in case of an insolvency or insolvency of either party. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this BRA is held unenforceable, the validity of the remaining provisions shall not be affected.

EMC CORPORATION ("EMC")

By: Charlita van Lede-Lyon

Name (Print): Charlita van Lede-Lyon

Date: 12/31/07 Title: Managing Counsel

Commercial Law Group

By: Sam O'Neil ("Customer")

Name (Print): Sam O'Neil

Date: 12/31/07 Title: SVP

Dec 31 07 03:32P

LEHMAN BROTHERS

12/31/2007 12:03 PM PAGE 4/008 LEHMAN BROTHERS

SCHEDULE

Basic Rental Agreement

EMC Corporation
171 South St.
Hopkinton, MA 01748

This Schedule does hereby incorporate by reference the terms and conditions of the Basic Rental Agreement that is dated on or about December 31, 2007 (the "BRA") between EMC and the Customer identified in the signature block at the end of this Schedule. The Schedule Effective Date is the last date of signature below.

1.0 RENTAL PERIOD: - This Rental Period begins on delivery of the Products and unless otherwise sooner terminated in accordance with the BRA, shall terminate on the 30 day of SEPTEMBER, 2008.

2.0 INSTALLATION SITE - The Product(s) shall be installed and used only at: 85 10TH AVE
7TH FLOOR, NEW YORK, N.Y. 10011

3.0 LIST OF PRODUCT(S)

A. EQUIPMENT LIST

Part/Model/Serial No.	Description	Quantity
	SEE ATTACHED EQUIPMENT LIST	

B. SOFTWARE LIST

Part/Model No.	Description	Quantity
	SEE ATTACHED EQUIPMENT LIST	

4.0 RENTAL FEE: The monthly rental fee for the Products listed above shall be \$ _____.

IN WITNESS WHEREOF, the parties have caused this Schedule to be signed on the respective dates indicated below.

EMC Corporation ("EMC")

By: Chantal Lyon
Name (Print): Chantal van Lede Lyon
Title: Managing Counsel
Date: 12/31/07
Commercial Law Group

("CUSTOMER")

By: Sara Owen
Name (Print): Sara Owen
Title: SIP
Date: 12/31/07


EMC CORPORATION

Quote Data
GSA Deal? No
GSA Contract #:

Prepared By: Johnson, Tijuana A
Quote Name: Lehman - 12 Node Loaner Cranford
Quote #: 1001491104

Date: 31-Dec-2007

Prepared For: Lehman Brothers Jack Gittleman 201-499-6743 27 Commerce Place Cranford, NJ 07016 US	Bill To: Lehman Brothers ATTN: ACCOUNTS PAYABLE PO Box 2339 Secaucus, NJ 07096-2339 US	Ship To: Lehman Brothers Jack Gittleman 201-499-6743 27 Commerce Place Cranford, NJ 07016 US	Install: Lehman Brothers Jack Gittleman 201-499-6743 27 Commerce Place Cranford, NJ 07016 US
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Line #	Qty	Product ID	Description	Units
1	1	CNRGPLLICHW	CENTERA GNU GENERAL PUBLIC LICENSE	EA
2	1	CNRRK	40U T RACK SP POWER	EA
3	1	PW40U-US	Dual 40U Rack Power Cord US	EA
4	2	CNRMODEMG4	CNR MODEM GEN 4	EA
5	3	CNR4NMSWG4	MIRR SW RTU LIC	EA
6	3	CNR4NREPLIC	4NODE REPLICATION SW LIC	EA
7	3	CNR4NCEPLSLIC	NODE COMP PLUS SW LIC	EA
8	1	CNRCONSOLESW	CONSOLE SW LICENSE	EA
9	1	CC-CNRKEY6-B	CC 6.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA
10	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
11	1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	EA
12	4	CNR2N7MEXG4LP	2NODE 750GB MANF EXPAN LOW POWER G4	EA
13	1	CNR4N7MBAG4LP	4NODE 750GB MANF BASE LOW POWER G4	EA
14	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA

Total Price (USD)	\$ 58,732	(\$6,526 a month)
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P. 9

Dec 31 07 03:33p

Page 1 of 3

EMC²
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178 South St
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_tor@emc.com
Quote #: 1001481104
Date: 31-Dec-2007
Contract
GSA Deal? No

Prepared For: Lehman Brothers Jack Guttenman 201-499-6743 27 Commerce Place Cranford, NJ 07018 US			Bill To: Lehman Brothers ATTN: ACCOUNTS PAYABLE PO Box 2339 Secaucus, NJ 07096-2339 US			Ship To: Lehman Brothers Jack Guttenman 201-499-6743 27 Commerce Place Cranford, NJ 07018 US			Install: Lehman Brothers Jack Guttenman 201-499-6743 27 Commerce Place Cranford, NJ 07018 US		
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)			
12 Node G4 LP Centers											
SYSTEM		CENTERA SOLUTION									
1	1	CNRGPLLICHW	CENTERA GNU GENERAL PUBLIC LICENSE	EA	0	0%	0	0			
2	1	CNRPK	40U T RACK SP POWER	EA	4,200	98%	82	0			
3	1	PW40U-US	Dual 40U Rack Power Cord US	EA	800	98%	17	0			
4	2	CNRMODEM34	CNR MODEM GEN 4	EA	0	0%	0	0			
5	4	CNR2N7MEXB4LP	2NODE 750GB MANF EXPRN LOW POWER G4	EA	50,400	98%	1,272	4,088			
6	1	CNR4N7MBAG4LP	4NODE 750GB MANF BASE LOW POWER G4	EA	39,400	98%	850	2,750			
Hardware Sub-total					\$ 102,800	98%	\$ 2,240	\$ 6,848			
1	3	CNR4NNSW64	MIRR SW RTU LIC	EA	98,100	70%	29,430	6,867			
2	3	CNR4NREPLIC	4NODE REPLICATION SW LIC	EA	15,000	70%	4,500	2,250			
3	3	CNR4NCEPLUSIC	NDGE COMP PLUS SW LIC	EA	18,600	70%	5,580	2,790			
4	1	CNRCONSOLESW	CONSOLE SW LICENSE	EA	0	0%	0	0			
5	1	CC-CNRKEY6-B	CC 8.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA	0	0%	0	0			
Software Sub-total					\$ 131,700	70%	\$ 39,510	\$ 11,907			
1	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT See Maintenance Schedule for more details	EA	21,095	45%	12,092				
2	1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW See Maintenance Schedule for more details	EA	0	0%	0				
3	1	WU-PRESW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA	4,890	0%	4,890				
4	1		HW MAINTENANCE Includes months 25-36 @ \$ 0/mo.	EA	0	0%	0				
Maintenance and Warranty Upgrade Sub-total					\$ 20,976	37%	\$ 16,882				
Configuration Sub-total											
Hardware Sub-total					\$ 102,800	98%	\$ 2,240	\$ 6,848			
Software Sub-total					\$ 131,700	70%	\$ 39,510	\$ 11,907			
Services Sub-total					\$ 0	0%	\$ 0				
Maintenance and Warranty Upgrade Sub-total					\$ 20,976	37%	\$ 16,882				
Configuration Total					\$ 261,376	76%	\$ 58,732	\$ 18,755			

EMC Confidential

Dec 31 07 03:33P

Page 2 of 3



176 South St
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tiyana A.
Email: johnson_tiana@emc.com
Quote # 1001491104
Date 31-Dec-2007
Contract
GSA Deal? No

Prepared For:		Bill To:		Ship To:		Install:	
Lehman Brothers		Lehman Brothers		Lehman Brothers		Lehman Brothers	
Jack Giffman		ATTN: ACCOUNTS PAYABLE		Jack Giffman		Jack Giffman	
201-499-6743		PO Box 2339		201-499-6743		201-499-6743	
27 Commerce Place		Secaucus, NJ 07095-2339		27 Commerce Place		27 Commerce Place	
Cranford, NJ 07016		US		Cranford, NJ 07016		Cranford, NJ 07016	
US		US		US		US	

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 102,800	68%	\$ 2,940	\$ 8,846
Software Summary	\$ 131,700	70%	\$ 39,510	\$ 11,907
Services Summary	\$ 0	0%	\$ 0	

Prepaid HW Maintenance Summary	\$ 0	0%	\$ 0	
Prepaid SW Maintenance Summary	\$ 21,988	45%	\$ 12,092	
HW Warranty Upgrade Summary	\$ 4,890	0%	\$ 4,890	

Total Price (USD)	\$ 68,732
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Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 8,846
Annual SW Maintenance Fee	\$ 11,907

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations).

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Page 3 of 3

Quote

EMC²
where information lives

176 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Johnson, Tijuana A
Email: johnson_tam@emc.com
Quote #: 1001491104
Date: 31-Dec-2007
Contract
GSA Deal? No

Prepared For:			Bill To:		Ship To:		Install:	
Lehman Brothers			Lehman Brothers		Lehman Brothers		Lehman Brothers	
Jack Gisteman			ATTN: ACCOUNTS PAYABLE		Jack Gisteman		Jack Gisteman	
201-499-0743					201-499-0743		201-499-0743	
27 Commerce Place			PO Box 2339		27 Commerce Place		27 Commerce Place	
Cranford, NJ 07016			Secaucus, NJ 07096-2339		Cranford, NJ 07016		Cranford, NJ 07016	
US			US		US		US	
Line #	Qty	Product ID	Description	Unit	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)

Notes:

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or, if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)
Lease of Products - EMC's Master Lease Agreement (MLA)
Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
Consulting, Technical Solutions, Professional or Customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities, if any, during the EMC warranty and/or maintenance period. If Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to those terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative
By (Sign) _____
Name (Print) _____
Title _____
Date _____

Rev 060501

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Dec 31 07 03:40p

SO # 62443210

Fax Cover Sheet



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all **MODELS** that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 12/31/2007

From: Loren Bednor To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 4 9 1 1 7 1

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

**** Comments ****

* Required field for OCR

Dec 31 07 03:40p

Purchase Order

Lehman Brothers - Americas
1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail			
Purchase Order	Date	Revision	Page
LBUSA-0000056271	Dec-31-2007		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	CENTERA ON DEMAND MIGRATION RENTAL - NEW YORK (2X12 node centera frame 9 month rental)		1.00NON	58,734.00	58,734.00	Jan-14-2008

Ship To: 85AXXVHARD
85 10th Avenue
New York NY 10011
United States

Schedule Total 58,734.00

Quote #1001491171

Item Total 58,734.00

2- 1	CENTERA ON DEMAND MIGRATION RENTAL NEW YORK (2X12 node centera frame 9 month rental)		1.00MON	58,734.00	58,734.00	Jan-14-2008
------	--	--	---------	-----------	-----------	-------------

Ship To: 27CXXVBLDG Attn: Saini, Magan
27 Commerce Drive
Cranford NJ 07016-3610
United States

Schedule Total 58,734.00

Quote #1001491104

Item Total 58,734.00

Total PO Amount 117,468.00

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE, TERM; TERMINATION - These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal, upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES -- Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on the Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

Signature not required on emailed Pos

Dec 31 07 03:41p

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000056271	Dec-31-2007		2
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt
	Due Date					
DELIVERY AND ACCEPTANCE; RISK OF LOSS; CUSTOMER'S PROPERTY – Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer						

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own information and that of its affiliates and clients as part of its business. Use includes use by or on behalf of Customer or Customer's affiliates, and use by third parties under contract to provide services to Customer or its affiliates, on any number of PCs and in any number of instances, subject to the restrictions set forth herein. If applicable, Use also includes the right of Customer to freely use and distribute, internally within Customer, among Customer's affiliates, and with Customer's clients, data produced by the Software, including data in any proprietary formats used by the Software. Customer may make a reasonable number of copies of the Software solely for backup, training, archiving, testing and disaster recovery. "Software" means the software programs listed in this Order and any upgrades, updates, enhancements, modifications, alterations, improvements, revisions, releases, and new versions. Customer may transfer the Software from one hardware platform or operating system to another (or both) for which the Software is or becomes generally available, at no additional charge. Customer will not modify, reverse assemble, or reverse compile any part of the Software, except as permitted by applicable law. Customer may make copies of and incorporate any documentation for the Software in other works prepared for Customer's business, so long as all intellectual property notices of Supplier are included as they appear on or in the documentation.

COMPLIANCE WITH LAWS -- In connection with the products provided and/or services performed hereunder, Supplier shall at Supplier's sole cost, comply with, and shall require all Suppliers, subcontractors and/or consultants retained by Supplier to comply with (i) all requirements of applicable laws, orders, rules and regulations of governmental authorities, and (ii) all policies, rules and regulations of Customer (including, without limitation, Customer's policies regarding security and testing for controlled substances) and of the building in which the products are provided and/or the services are to be performed. Supplier shall not file any mechanic's or materialman's lien or claim against Customer's property nor against the buildings in which the products are provided and/or the services are performed, nor shall Supplier suffer or permit any such lien to be filed by any of its subcontractors and/or consultants.

CONFIDENTIALITY -- Supplier shall preserve as confidential all information related to the business activities of Customer and its affiliates, clients, and entities with whom Customer does business that may be obtained by Supplier from any source (such information, together with the existence and terms of this Order, constituting the "Confidential Information"). Supplier shall hold Confidential Information in trust and confidence for Customer and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Customer in writing, and to limit access and disclosure of such Confidential Information to Supplier's personnel on a "need to know" basis only. Confidential Information does not include any particular information that the Supplier can demonstrate (i) is currently in the public domain, (ii) was previously known to Supplier free from any obligation to keep it confidential, (iii) was or is publicly disclosed by or on behalf of the Customer either prior to or subsequent to the receipt of such information by Supplier, (iv) is independently developed by the Supplier without any access to or use of Confidential Information of Customer, or (v) is rightfully obtained by Supplier from a third party lawfully in possession of the Confidential Information and who is not bound by confidentiality obligations to Customer. Supplier

Signature not required on emailed Pos

Dec 31 07 03:41P

Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LSUSA-0000056271	Dec-31-2007		3
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date

may disclose Confidential Information of Customer if required to do so under applicable law, rule or order provided that Supplier, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure so that Customer may seek a protective order or other appropriate remedy, and provided further that Supplier discloses no more Confidential Information of the Customer than is reasonably necessary in order to respond to the required disclosure. At any time at the request and option of the Customer and in the event of termination or expiration of the Order (or any part thereof), Supplier agrees to promptly: (i) return to Customer the Confidential Information; or (ii) destroy or permanently erase (on all forms of recordation) the Confidential Information and, if requested by Customer, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased. In addition, Supplier acknowledges and agrees that any disclosure of Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.

WARRANTY – Supplier warrants that all products sold under this Order are free from defects in material, workmanship and design, and that all services provided under this Order shall be performed in a high-quality, professional and workmanlike manner by qualified personnel.

PUBLICITY – Supplier will not use the name or marks of, refer to, or identify Customer (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising without the prior written consent of Customer in each such instance.

INSURANCE – Supplier at its sole cost and expense, shall maintain with insurance companies having a Best's rating of A or better, (i) comprehensive general liability insurance in an amount not less than \$2,000,000 and (ii) automobile liability insurance in an amount not less than \$1,000,000 and (iii) worker's compensation insurance as required by law. Such policies shall include an endorsement naming Customer and any other entities designated by the Customer as additional insureds and shall include a waiver by the Insurance carrier of any subrogation rights. Within ten (10) days after the date hereof, Supplier shall deliver to Customer binders or certificates of insurance showing that each policy of insurance which Supplier is required to maintain hereunder is in full force and effect and that the premium therefor has been paid in full and providing that such policies may not be canceled, supplemented, amended or modified before the expiration date thereof without issuing company giving at least thirty (30) days prior written notice to Customer.

INDEMNIFICATION – Supplier shall, at its own expense, indemnify, defend and hold harmless Customer, Customer's parent, subsidiaries and affiliates and any additional indemnified parties that may be designated by Customer, together with the respective partners, agents, officers, directors and employees of all of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any act or omission or willful misconduct of Supplier or any consultant, engineer or other party retained by Supplier or any of its or their partners, directors, officers, employees, agents or subcontractors; (ii) any breach or default by Supplier in the performance of any of its obligations under this Order, or (iii) any claim that any product and/or services furnished by or on behalf of Supplier, or the use thereof by Customer, constitutes an infringement, misappropriation or unlawful use or disclosure of any intellectual property rights of a third party.

LIMITATION OF LIABILITY – IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS ORDER; OR (C) ANY UNLAWFUL OR WILLFUL MISCONDUCT BY SUPPLIER.

RECORD RETENTION AND INSPECTION – During the term of this Order and for a period of at least three (3) years after the date of the final payment under this Order, Supplier will maintain complete and accurate accounting records in connection with products provided and Services performed under this Order, in accordance with generally accepted accounting principles applied on a consistent basis, to substantiate its charges hereunder. Such records will include, without limitation, payroll records,

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Purchase Order

Lehman Brothers - Americas

1301 Sixth Avenue
New York NY 10019
United States

Vendor: 0000002368
EMC CORPORATION
P.O. BOX 7777
PHILADELPHIA PA 19175-3550

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000056271	Dec-31-2007		4
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, FPD	Common	
Buyer	Phone	Currency	
Foster, Pamela	1 212 320 7438	USD	
Ship To: See Detail Below			

Bill To: P.O. Box 2339
Secaucus NJ 07096-2339
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date
attendance cards, time tracking sheets and job summaries. Supplier will provide Customer or its designees access to such records for audit purposes during the term of this Order and for three (3) years after the date of the final payment under this Order.						

BREACH/REMEDIES - In the event of any breach of this Order by Supplier, Customer may (reserving cumulatively all other remedies and rights under this Order, at law and in equity) terminate this Order, in whole or in part, by giving Supplier thirty (30) days' prior written notice of termination thereof; provided, however, that such termination will not be effective if Supplier has cured the breach of which it has been notified prior to the expiration of such thirty (30) day notice period. Additionally, Customer may terminate this Order for convenience by giving Supplier written notice specifying the termination date. In such event, Customer will be obliged to pay Supplier at the agreed upon rates for all products and services accepted by Customer up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges.

MISCELLANEOUS -- Except to the extent the parties have entered into an agreement covering the products and/or services provided hereunder (in which case such other agreement's terms shall apply), (a) this Order constitutes the entire agreement between the Customer and the Supplier and voids all prior agreements concerning the subject matter hereof; and (b) no modification, amendment, supplement to, or waiver of this Order or any of its provisions shall be binding upon the parties unless made in a writing duly signed by both parties, and specifically referencing these T&Cs, and stating that such modification, amendment, or supplement is made to modify, amend or supplement these T&Cs. No amendment or modification to these T&Cs may be executed via electronic signatures unless the parties first agree in a writing that is not an electronic communication to be bound by electronic signatures. Any purchase order printed on a form provided by Supplier may be used for convenience only, but these T&Cs shall solely control the terms of this Order, and any such terms contained on any form(s) received from Supplier shall be of no force and effect. Failure or delay on the part of Customer to exercise any right hereunder shall not operate as a waiver thereof. Any services performed by Supplier will be performed as an independent contractor, and Supplier will be solely responsible for any applicable payroll or income taxes. This Order shall be governed under the laws of the State of New York, excluding its conflicts of laws rules. If any term, provision or part of these T&Cs is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of these T&Cs will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law. Supplier may not assign this Order or delegate any of its responsibilities hereunder without the prior written consent of the Customer, and any such purported assignment or delegation shall be null and void. Customer may freely assign this order to any affiliate, or to any entity acquiring all or substantially all of its assets or which is a successor by merger to Customer, or to any party acquiring that portion of Customer's business to which the products and/or services purchased or licensed under this Order pertain. Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of the Order (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of this Order and continue in full force and effect thereafter.

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LEHMAN BROTHERS

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LEHMAN BROTHERS

EMC²

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BASIC RENTAL AGREEMENT

Reference Number:

EMC Corporation ("EMC"), 171 South St., Hingham, MA 01946, and

(Customer),

Lehman Brothers

agree that

the Basic Rental Agreement ("BRA") shall govern the rental of EMC Equipment and Software based on a Schedule, and the provision of services, to Customer.

1. DEFINITIONS:

A. "Equipment" means the hardware identified on each Schedule.

B. "Software" means: (i) "Core Software" (the programming and/or microcode firmware included by EMC with Equipment to enable it to perform its basic functions); (ii) "Enterprise Storage Software" (the programming, other than Core Software, licensed or distributed by EMC and installed on each Schedule); and (iii) all EMC documentation.

C. "Rental Order" means a document (typically Customer's purchase order form or EMC's standard customer order form, which is signed by Customer, and specifies Equipment and/or Software ("Products")) and associated related services (including services which are not provided under a separate, signed agreement) which Customer sends to EMC under the BRA and sufficient other information to complete the transaction.

D. "Installation Site" means the location specified on the Schedule.

2. **RENTAL, ORDER, AND TERMINATION:** EMC agrees to rent the use of the Products for a rental fee and Customer agrees to accept the rental of the EMC Products listed on the Schedule for Customer's internal purposes. The execution of this BRA and Schedule shall constitute a Rental Order for the rental of the Products; however, Customer may at its option also place a Rental Purchase Order, Rental Purchase Order, if placed by Customer, shall constitute this BRA and be subject to acceptance by EMC. The rental fee shall be stated on the applicable Schedule, which shall not include product price/charges during the Rental Period. Customer shall promptly return the Products to EMC or allow EMC to recover the Products at the end of the Rental Period. However, should Customer not return the Products at the end of the Rental Period, then Customer shall continue to pay EMC, as a usage fee and not as a penalty, the rental fee as stated on the Schedule. Subject to EMC's credit approval, all rental fee amounts are due and payable in United States dollars and in full thirty (30) days after the date of EMC's invoice, with interest accruing at the highest legal rate then in effect. If Customer fails to pay the rental fee or pays such BAA, or any time after the end of the Rental Period, EMC may at any time during normal working hours and not including any other remedies EMC may have, enter the Installation Site and remove the Products with no liability to Customer and at Customer's expense. This BRA may be terminated during the Rental Term by EMC for breach of this BRA by Customer.

3. **TITLE, RISK OF LOSS, SHIPMENT AND PRODUCT RETURN:** Title to Equipment and Software shall remain with EMC at all times during the Rental Period. The risk of loss to the Equipment and Software shall be with Customer during the Rental Period and Customer shall insure the Equipment and Software for full value. Customer shall in no event move the Products from the Installation Site without prior written EMC approval. EMC shall arrange shipment of the Equipment and Software to the Installation Site designated on the Schedule at its mutually agreed date, freight and insurance charges to and from the Installation Site shall be borne by EMC. Software may be provided by download means. Products must be returned to EMC by Customer in the same condition as received, normal wear and tear excepted. Customer shall pay EMC all standard charges for repair, replacement or maintenance, if needed, caused by Customer's failure to comply.

4. WARRANTY:

Customer and Schedule. DURING THE RENTAL PERIOD, EMC WARRANTS THAT PRODUCTS WILL OPERATE IN ACCORDANCE WITH EMC'S PUBLISHED SPECIFICATIONS. EMC MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY IMPLIED BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

5. SOFTWARE:

A. **Licensing:** EMC grants Customer a license to use Core Software, at no separate charge, on the Equipment with which it is shipped. Such license is non-transferable and remains in effect as long as Customer complies with the BRA. EMC grants Customer a license to use Enterprise Storage Software, up to the permitted capacity of applicable, as provided by EMC for as long as Customer complies with this BRA. The foregoing licenses shall be non-exclusive, non-transferable, non-sublicensable, temporary and limited and subject to the condition that the Software be used solely in conjunction with the Equipment or related central processing unit for which it was licensed. EMC may terminate license, without liability, if Customer breaches this BRA. Upon termination, Customer shall return all use and copies of all EMC's software and/or documentation of Software (including copies) to EMC. Customer shall not, without EMC's prior written consent, copy, provide, disclose or otherwise make available Software in any form to reject other than Customer's employees, consultant or independent contractor ("Personnel"), who shall use Software solely for Customer's internal business purposes in a manner consistent with the BRA. Customer shall be fully responsible to EMC for the compliance of the Personnel hereto. Any use or violation of Software provided by EMC is governed by this BRA.

B. **Ownership:** Software is licensed only, for use in, or maintenance of, the Software is transferred to Customer. Customer may only make use of copy of Software for archive purposes only. Customer shall indemnify and hold EMC harmless and cover proprietary rights on and to any copies, including but not limited to print, physical or electronic copies, of the Software. Neither Customer nor any of its agents or Personnel shall modify, enhance,

supplement, create derivative works from, reverse engineer, re-write, copy or otherwise make to human readable form the Software without EMC's prior written consent. Any programming that is accomplished by a "break-the-glass" hard-copy license agreement or is otherwise not complying with the terms of a license agreement by electronic means, shall be governed solely by such license.

6. **INDEMNITY:** EMC shall defend Customer against any third party claims that Products infringe a US patent or copyright, and pay the resulting costs and damages awarded against Customer by a court of competent jurisdiction, provided Customer (i) notifies EMC promptly in writing of such claim, (ii) grants EMC sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to an EMC request for assistance. Should any Products be found, or if EMC's opinion be that they be found, to be the subject of such a claim, EMC shall, at its option and expense, (a) procure for Customer the right to settle confirmed use thereof, (b) replace or modify such that it becomes non-infringing, or (c) request removal of the Equipment under Schedule. EMC shall have no liability if the alleged infringement is based on (i) combination with non-EMC products, (ii) use for a purpose or in a manner for which the Product was not designed, (iii) use of any other version of the Software when use of a current EMC version would have caused the infringement, (iv) any modification or use of the Software without EMC's written approval, (v) any modification made by EMC pursuant to Customer's specific instructions, or (vi) any intellectual property that is owned or licensed by Customer. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND EMC'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

7. **LIMITATIONS OF LIABILITY:** EXCEPT AS PROVIDED OTHERWISE IN SECTION 8 ABOVE, EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PRODUCT OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO THE DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED \$1 US DOLLAR, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, EXCEPT FOR CLAIMS ARISING UNDER SECTION 8 OR ABOVE, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA AND/OR LOSS), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (B) IN NO EVENT SHALL ANY CLAIM BASED ON PRODUCT OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

9. **PRODUCT MAINTENANCE:** EMC may provide new releases of Software and shall provide continuous support and maintenance for Equipment and the current and immediately prior revision of Software, in accordance with EMC's then current policies and procedures ("Product Maintenance"), at no additional charge during the Rental Period. During the Rental Period, Customer shall not without EMC approval remove the Products from the Installation Site and must (a) maintain an environment consistent with Product Specifications. By using EMC products, Customer agrees to EMC's Product Specifications. EMC may charge the costs of Product Maintenance at any time. Product Maintenance does not include efforts to remedy, repair or replace Products as a result of (a) accident or neglect; (b) problems relating to or resulting in data loss or services with which the Products are used; (c) installation and in accordance with EMC's instructions at the applicable specifications; (d) use in an environment, in a manner, or for a purpose for which the Product was not designed; or (e) limitation, modification, alteration or repair by anyone other than EMC or its authorized representatives. EMC has no obligation whatsoever for Products moving without EMC's consent or without original documentation unless have been received, or for Software provided on hard drive other than the Equipment or related central processing unit for which it was licensed. All original Product or Software should be returned to and become the property of EMC. Customer authorizes EMC to store diagnostic programming tools and related materials used in warranty or replacement services at Customer's site, but shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give EMC reasonable access thereto.

6. **MISCELLANEOUS:** Customer shall comply with and obtain all subscriptions required by U.S. export control laws and all related regulations. EMC may identify Customer for reference purposes. Customer shall not assign the BRA or any part of its obligations hereunder. This BRA (i) is the complete statement of the agreement of the parties with regard to the subject matter hereof; (ii) may be modified only by a writing signed by both parties; (iii) is governed by the law of the Commonwealth of Massachusetts, including its conflict of law rules; and (iv) shall be subject to the jurisdiction of the Massachusetts state courts. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this BRA is held unenforceable, the validity of the remaining provisions shall not be affected.

EMC CORPORATION ("EMC")

By: Charlita van Lede-Lyen
Name (Print): Charlita van Lede-Lyen
Date: 12/31/07 Title: Managing Counsel
Commercial Law Group

By: Sara Orlery ("Customer")
Name (Print): Sara Orlery
Date: 12/31/07 Title: SVP

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LEHMAN BROTHERS

12/31/2007 12:03 PM PAGE 4/008 LEHMAN BROTHERS

SCHEDULE

Basic Rental Agreement

EMC Corporation
171 South St.
Hopkinton, MA 01748

This Schedule does hereby incorporate by reference the terms and conditions of the Basic Rental Agreement that is dated on or about December 31, 2007 (the "BRA") between EMC and the Customer identified in the signature block at the end of this Schedule. The Schedule Effective Date is the last date of signature below.

1.0 RENTAL PERIOD: - This Rental Period begins on delivery of the Products and unless otherwise sooner terminated in accordance with the BRA, shall terminate on the 30 day of SEPTEMBER, 2008.

2.0 INSTALLATION SITE - The Product(s) shall be installed and used only at: BS 10th Ave
7th Floor, New York, N.Y. 10011

3.0 LIST OF PRODUCT(S)

A. EQUIPMENT LIST

Part/Model/Serial No.	Description	Quantity
	SEE ATTACHED EQUIPMENT LIST	

B. SOFTWARE LIST

Part/Model No.	Description	Quantity
	SEE ATTACHED EQUIPMENT LIST	

4.0 RENTAL FEE: The monthly rental fee for the Products listed above shall be \$ _____.

IN WITNESS WHEREOF, the parties have caused this Schedule to be signed on the respective dates indicated below.

EMC Corporation ("EMC")

By: Chantal Lyon

Name (Print): Chantal van Lede Lyon

Title: Managing Counsel

Date: 12/31/07

("CUSTOMER")

By: Sara O'Neill

Name (Print): Sara O'Neill

Title: SVP

Date: 12/31/07



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Quote Data
GSA Deal# No
GSA Contract #:

Prepared By: Johnson, Tiziana A
Quote Name: Lehman - 12 Node Lease/ 25 10th
Quote #: 1001491171

Date: 03-Dec-2007

Prepared For: Lehman Brothers	Bill To: Lehman Brothers ATTN: ACCOUNTS PAYABLE	Ship To: LEHMAN BROTHERS INC Tony Velazquez 212-526-8292 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	Install:
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Line #	Qty	Product ID	Description	Units
1	1	CNRGPLICSW	CENTERA GNU GENERAL PUBLIC LICENSE	EA
2	1	CNRRK	40U T RACK SP POWER	EA
3	1	PW40U-US	Dist 40U Rack Power Cord US	EA
4	2	CNRMODEM04	CNR MODEM GEN 4	EA
5	3	CNR4NBSWG4	4NBR SW RTU UC	EA
6	3	CNR4NREPUC	4NODE REPLICATION SW UC	EA
7	3	CNR4NCEPLUSUC	4NODE COMP PLUS SW UC	EA
8	1	CNRCONSOLESW	CONSOLE SW LICENSE	EA
9	1	CC-CNRKSYB-D	CC 8.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA
10	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA
11	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	EA
12	1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW	EA
13	4	CNR2N7MEXG4LP	2NODE 750GB MANF EXPN LOW POWER G4	EA
14	1	CNR4N7MBAQ4LP	4NODE 750GB MANF BASE LOW POWER G4	EA

Total Price (USD) \$ 68,734 (\$8,528 per mo.)

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Page 1 of 3

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176 South St
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tiquana A
Email: johnson_tony@emc.com
Quote # 1001491171
Date 31-Dec-2007
Contract
GSA Deal? No

Prepared For: LEHMAN BROTHERS INC Tony Velazquez 212-525-8252 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	Bill To: Lehman Brothers ATTN: ACCOUNTS PAYABLE PO Box 2339 Secaucus, NJ 07096-2339 US	Ship To: LEHMAN BROTHERS INC Tony Velazquez 212-525-8252 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US	Install: LEHMAN BROTHERS INC Tony Velazquez 212-525-8252 85 10TH AVE 7TH FLOOR NEW YORK, NY 10011 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
12 Node G4 LP Centera								
SYSTEM			CENTERA SOLUTION					
1	1	CNRGPLUCHW	CENTERA GNU GENERAL PUBLIC LICENSE	EA	0	0%	0	0
2	1	CNRK	40U T RACK 5P POWER	EA	4,200	88%	82	0
3	1	PW40U-US	Dual 40U Rack Power Cord US	EA	800	98%	17	0
4	2	CNRMODEM4	CNR MODEM GEN 4	EA	0	0%	0	0
5	4	CNR2H7MEXG4LP	2NODE 750GB MANF EXPAN LOW POWER G4	EA	58,400	98%	1,272	4,008
6	1	CNR4N7MAG4LP	4NODE 750GB MANF BASE LOW POWER G4	EA	39,400	98%	859	2,758
Hardware Sub-total					\$ 102,800	98%	\$ 2,240	\$ 6,840
1	3	CNR4N7MAG4	4NDR SW RTU LIC	EA	98,100	70%	29,430	8,867
2	3	CNR4N7REPLIC	4NODE REPLICATION SW LIC	EA	15,000	70%	4,500	2,250
3	3	CNR4N7DEPLSIC	4NODE COMP PLUS SW LIC	EA	18,600	70%	5,580	2,790
4	1	CNRCONSOLESW	CONSOLE SW LICENSE	EA	0	0%	0	0
5	1	CC-CNRKEY0-D	CC 0.0 STORAGE AGENT FOR CENTERA LICENSE KEY CARD	EA	0	0%	0	0
Software Sub-total					\$ 131,700	70%	\$ 39,510	\$ 11,907
1	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT See Maintenance Schedule for more details	EA	21,000	45%	12,092	
2	1	M-PRESW-004	PREMIUM SW SUPPORT - OPEN SW See Maintenance Schedule for more details	EA	0	0%	0	
3	1	WU-PRESW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA	4,800	0%	4,800	
4	1		HW MAINTENANCE Includes months 25-36 @ \$ 0/mo.	EA	0	0%	0	
Maintenance and Warranty Upgrade Sub-total					\$ 20,878	27%	\$ 16,082	
Configuration Sub-total								
Hardware Sub-total					\$ 102,800	98%	\$ 2,240	\$ 6,840
Software Sub-total					\$ 131,700	70%	\$ 39,510	\$ 11,907
Services Sub-total					\$ 0	0%	\$ 0	
Maintenance and Warranty Upgrade Sub-total					\$ 20,878	37%	\$ 16,082	
Configuration Total					\$ 201,378	78%	\$ 58,732	\$ 18,752

EMC Confidential

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Quote

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175 South St
HOPKINTON, MA 01748
United States

Quote Prepared By: Johnson, Tijuana A
Email: johnson_tani@emc.com
Quote # 1001401171
Date: 31-Dec-2007
Contract
GSA Deal? No

Prepared For:
LEHMAN BROTHERS INC
Tony Velazquez
212-526-8292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Bill To:
Lehman Brothers
ATTN: ACCOUNTS PAYABLE
PO Box 2539
Secaucus, NJ 07096-2339
US

Ship To:
LEHMAN BROTHERS INC
Tony Velazquez
212-526-8292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Install:
LEHMAN BROTHERS INC
Tony Velazquez
212-526-8292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 102,800	98%	\$ 2,240	\$ 5,848
Software Summary	\$ 131,700	70%	\$ 39,510	\$ 11,907
Services Summary	\$ 0	0%	\$ 0	

Prepaid HW Maintenance Summary	\$ 0	0%	\$ 0	
Prepaid SW Maintenance Summary	\$ 21,955	45%	\$ 12,092	
HW Warranty Upgrade Summary	\$ 4,000	0%	\$ 4,000	

Total Price (USD)	\$ 69,732
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Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 6,548
Annual SW Maintenance Fee	\$ 11,897

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations).

Dec 31 07 03:44P

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178 South St
HOPKINTON, MA 01748
United States

Prepared For:
LEHMAN BROTHERS INC
Tony Valarquez
212-526-8292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Bill To:
Lehman Brothers
ATTN: ACCOUNTS PAYABLE
PO Box 2339
Secaucus, NJ 07096-2339
US

Quote

Quote Prepared By: Joseph, Tjueha A
Email: Johnson_toni@emc.com
Quote #: 1001481171
Date: 31-Dec-2007
Contract:
GSA Deal? No

Ship To:
LEHMAN BROTHERS INC
Tony Valarquez
212-526-8292
85 10TH AVE
7TH FLOOR
NEW YORK, NY 10011
US

Install:
LEHMAN BROTHERS INC
Tony Valarquez
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7TH FLOOR
NEW YORK, NY 10011
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Notes:

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or, if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)

License of Products - EMC's Master License Agreement (MLA)

Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit

Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)

Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-on's co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Programs are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities. If any, during the EMC warranty and/or maintenance period, if Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp.

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp.

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative:

By (Sign): _____
Name (Print): _____
Title: _____
Date: _____

Rev 000501

EMC Confidential

Apr 09 08 03:40p

P. 1

SO # 62619157

Fax Cover Sheet



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐

If partial shipment, list all MODELS that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 4/9/2008

From: Loren Bednor

To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 6 2 1 8 8 7

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

**** Comments ****

* Required field for OCR

Apr 09 08 03:40p

P. 2

**Delane Division
Pre-Approval Form**

PROCESS: This completed form should be sent to your DM, then to the AM, who will send their approval to the Business Manager. Upon approval by the Business Manager, the coordinator can have corporate book the order.

Account Name:	<input type="text" value="Lehman"/>
District Manager:	<input type="text" value="Mike Wing"/>
Rep:	<input type="text" value="Toni Johnson"/>
Quote #:	<input type="text" value="1001621887"/>
Cost (COGS from DXP quote analysis):	<input type="text" value="\$8,838"/>
Anticipated Revenue: (if applicable)	<input type="text" value="\$200,000"/>
Date needed and why (if applicable) <small>Date should tie to a migration schedule, install date or start of POC. ASAP/today is not acceptable</small>	<input type="text" value="4/8/2008"/>
Date requested	<input type="text" value="4/2/2008"/>
Type of Order: (select from menu)	<input type="text" value="Loan"/>
Loan/Eval Period- expiration date (if applicable)	<input type="text" value="10/31/2008"/>
Type of cab or upgrade (or attach copy of Quote Analysis) Ex: DMX2000, NS700	<input type="text"/>
Services required (if services are required, which CSML was contacted and when? What is the date POC services need to commence?)	<input type="text"/>
Justification:	<input type="text" value="Eval of equipment"/>
Detailed Justification:	<input type="text" value="Lehman is upgrading to Exchange 2007. As part of the solution, Avamar will be used for backup. Currently no other customer is using Avamar to backup Exchange, Lehman needs to validate this option before they purchase it as part of the Exchange 2007 storage purchase in late Q2."/>

Guidelines:

Definitions: Evals will convert to revenue, loaners will return to EMC, swaps the old gear will return to EMC and new gear remain at the customer, \$0 sales are giveaways

Detailed justification must include a compelling reason to send the specific equipment. The promise of a future deal is not adequate. Several fields will be used for tracking, including return date and justification- please make these as accurate as possible.

Railkits, cables, and other small requests should be \$0 sales due to the effort involved in tracking RMA's.

Multiple quotes can go on 1 form, with total COGS and equipment lists.

Required for Swaps:	Model/Description/Count- from DXP	COGS
Items needed- this request		
Items to be returned- from original sale		
Original SO# and date		

\$ -

Apr 09 08 03:40p

P. 3

Page 1 of 3

EMC²
where information lives

175 SOUTH ST
HOPKINTON, MA 01748
United States

Prepared For:
LEHMAN BROTHERS INC
Philip Smith

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Bill To:
LEHMAN BROTHERS INC
Accounts Payable

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_toni@emc.com
Quote #: 1001621807
Date: 09-Apr-2008
Contract
GSA Deal? No

Ship To:
LEHMAN BROTHERS INC
Philip Smith

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Install:
LEHMAN BROTHERS INC
Phil Smith
201-406-4447
70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
<div> <div> System </div> <div> AVAMAR SOLUTION </div> </div>								
1	1	PW40U-60-US	RACK-40U-60 PWR CORD US	EA	1,160	100%	0	0
2	1	AVM1N00EFS1	1 NODE FIELD INSTALLED AVAMAR GEN1 (2U)	EA	13,000	100%	0	1,300
Hardware Sub-total					\$ 14,160	100%	\$ 0	\$ 1,300
1	1	456-100-318	AVAMAR OPEN FILE SOLUTION FOR WINNT WIN2K CLIENTS	EA	100	100%	0	18
2	1	460-100-309	AVAMAR 1 TB INCR CAPACITY LICENSE (0-14TB)	EA	17,000	100%	0	3,000
Software Sub-total					\$ 17,100	100%	\$ 0	\$ 3,078
1	1	CE-AVAXIADMIN	EMC Avamar Administration ValuePak	EA	2,970	100%	0	
Service Sub-total					\$ 2,970	100%	\$ 0	
1	1	M-EMH5WL-003	ENHANCED SOFTWARE SUPPORT Includes months 1-12 @ \$ 0/mo	EA	3,078	100%	0	
Maintenance and Warranty Upgrade Sub-total					\$ 3,078	100%	\$ 0	
Configuration Sub-total								
Hardware Sub-total					\$ 14,160	100%	\$ 0	\$ 1,300
Software Sub-total					\$ 17,100	100%	\$ 0	\$ 3,078
Services Sub-total					\$ 2,970	100%	\$ 0	
Maintenance and Warranty Upgrade Sub-total					\$ 3,078	100%	\$ 0	
Configuration Total					\$ 37,208	100%	\$ 0	\$ 4,378

Apr 09 08 03:40p

P. 4

Page 2 of 3

EMC²
where information lives

175 SOUTH ST
HOPKINTON, MA 01748
United States

Prepared For:
LEHMAN BROTHERS INC
Philip Smith

70 HUDSON ST
FL 0
JERSEY CITY, NJ 07302
US

Bill To:
LEHMAN BROTHERS INC
Accounts Payable

70 HUDSON ST
FL 0
JERSEY CITY, NJ 07302
US

Quote

Quote Prepared By: Johnson, Tiquana A
Email: johnson_joni@emc.com
Quote #: 1001621667
Date: 09-Apr-2008
Contract:
GSA Deal? No

Ship To:
LEHMAN BROTHERS INC
Philip Smith

70 HUDSON ST
FL 0
JERSEY CITY, NJ 07302
US

Install:
LEHMAN BROTHERS INC
Phil Smith

201 499-4447
70 HUDSON ST
FL 0
JERSEY CITY, NJ 07302
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Start LP Annual (USD)
--------	-----	------------	-------------	-------	------------------------	----------	------------------------	-----------------------

Proposal Summary

Hardware Summary	\$ 14,150	100%	\$ 0	\$ 1,300
Software Summary	\$ 17,100	100%	\$ 0	\$ 3,078
Services Summary	\$ 2,970	100%	\$ 0	

Prepaid HW Maintenance Summary	\$ 0	0%	\$ 0	
Prepaid SW Maintenance Summary	\$ 3,078	100%	\$ 0	
HW Warranty Upgrade Summary	\$ 0	0%	\$ 0	

Total Price (USD)	\$ 0
-------------------	------

Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 1,300
Annual SW Maintenance Fee	\$ 3,078
<p>(Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items. If maintenance was ordered, the level ordered will be used for these calculations.)</p>	

Apr 09 08 03:41p

p. 5

Page 3 of 3

EMC²

where information lives

170 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tiquana A
Email: johnson_toni@emc.com
Quote #: 1001621887
Date: 09-Apr-2008
Contract:
QSA Deal? No

Prepared For: LEHMAN BROTHERS INC Philp Smith			Bill To: LEHMAN BROTHERS INC Accounts Payable			Ship To: LEHMAN BROTHERS INC Philp Smith			Install: LEHMAN BROTHERS INC Phil Smith		
70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US			70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US			70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US			201-488-4447 70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US		
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)			

Notes

Notes

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer or, if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

- Equipment and Software - EMC's Basic Ordering Agreement (BOA)
- Lease of Products - EMC's Master Lease Agreement (MLA)
- Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
- Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
- Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities; if any, during the EMC warranty and/or maintenance period. If Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative
By (Sign) _____
Name (Print) _____
Title _____
Date _____

Rev 060501

EMC Confidential

Apr 09 08 02:22p

P. 1

SO# 62619063



Fax Cover Sheet

DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all MODELS that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 4/9/2008

From: Loren Bednor To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 6 5 5 6 0 5

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

**** Comments ****

* Required field for OCR

Apr 09 08 02:22p

**Delane Division
Pre-Approval Form**

PROCESS: This completed form should be sent to your DM, then to the AM, who will send their approval to the Business Manager. Upon approval by the Business Manager, the coordinator can have corporate book the order

Account Name:	<input type="text" value="Lehman"/>
District Manager:	<input type="text" value="Mike Wing"/>
Rep:	<input type="text" value="Toni Johnson"/>
Quote #:	<input type="text" value="1001655605"/>
Cost (COGS from DXP quote analysis):	<input type="text" value="\$38,198"/>
Anticipated Revenue: (if applicable)	<input type="text" value="A minimum of \$392,000"/>
Date needed and why (if applicable) <small>Date should tie to a migration schedule, install date or start of POC. ASAP/Today is not acceptable.</small>	<input type="text" value="4/8/2008"/>
Date requested	<input type="text" value="4/2/2008"/>
Type of Order: (select from menu)	<input type="text" value="Loan"/>
Loan/Eval Period- expiration date (if applicable)	<input type="text" value="10/31/2008"/>
Type of cab or upgrade (or attach copy of Quote Analysis). Ex: DMX2000, NS700	<input type="text"/>
Services required (if services are required, which CSM/L was contacted and when? What is the date POC services need to commence?)	<input type="text"/>
Justification:	<input type="text" value="Eval of equipment"/>
Detailed Justification:	<input type="text" value="Lehman is looking to establish a second tier of storage that will offer a lower cost to their end users. We included a DMX950 with 1TB drives in a Q1 deal but Lehman hasn't qualified or quantified the impact of the 1TB drives in their environment. This equipment will go into their lab for them to gain this experience."/>

Guidelines:

Definitions: Evals will convert to revenue. loaners will return to EMC, swaps the old gear will return to EMC and new gear remain at the customer, \$0 sales are giveaways

Detailed justification must include a compelling reason to send the specific equipment. The promise of a future deal is not adequate. Several fields will be used for tracking, including return date and justification- please make these as accurate as possible.

Ballkits, cables, and other small requests should be \$0 sales due to the effort involved in tracking RMA's.

Multiple quotes can go on 1 form, with total cogs and equipment lists.

Required for Swaps:	Model/Description/Count- from DXP	COGS
Items needed- this request		
Items to be returned- from original sale		
Original SO# and date		\$

Apr 09 08 02:22p

Page 1 of 3



176 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tyanna A
Email: johnson_tyanna@emc.com
Quote #: 1001655005
Date: 09-Apr-2008
Contract
GSA Deal? No

Prepared For: LEHMAN BROTHERS INC	Bill To: LEHMAN BROTHERS INC Accounts Payable	Ship To: LEHMAN BROTHERS INC Philip Smith	Install: LEHMAN BROTHERS INC PM Smith
70 HUDSON ST FL 9 JERSEY CITY NJ 07302 US	70 HUDSON ST FL 9 JERSEY CITY NJ 07302 US	70 HUDSON ST FL 9 JERSEY CITY NJ 07302 US	70 HUDSON ST FL 9 JERSEY CITY NJ 07302 US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
Lab DMX4 add 32 - 1TB Drives								
SYSTEM UPGRADE SOLUTION								
1	2	DA47210001BU	1000GB 7.2K 60GB 58GB ONEDRV U	EA	12,540	100%	0	655
2	4	DA47210008BU	1000GB 7.2K 60GB 58GB +1 U	EA	200,040	100%	0	10,473
3	2	DMX4725001BU	500GB 7.2K 493.191GB ONEDRV U	EA	7,590	100%	0	366
4	2	DMX4-MEM-80GBU	8 GB GLOBAL MEMORY DIR UPG	EA	87,850	100%	0	3,647
Hardware Sub-total					\$ 288,720	100%	\$ 0	\$ 15,071

Configuration Sub-total

Hardware Sub-total	\$ 288,720	100%	\$ 0	\$ 15,071
Software Sub-total	\$ 0	0%	\$ 0	\$ 0
Services Sub-total	\$ 0	0%	\$ 0	
Maintenance and Warranty Upgrade Sub-total	\$ 0	0%	\$ 0	
Configuration Total	\$ 288,720	100%	\$ 0	\$ 15,071

p. 4

Apr 09 08 02:22p

Page 2 of 3



175 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tjwan A
Email: johnson_tjwan@emc.com
Quote #: 1601655805
Date: 09-Apr-2008
Contact:
GSA Deal#: No

Prepared For: LEHMAN BROTHERS INC	Bill To: LEHMAN BROTHERS INC Accounts Payable	Ship To: LEHMAN BROTHERS INC Philip Smith	Install: LEHMAN BROTHERS INC Phil Smith
70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US	70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US	70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US	201-499-4447 70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 258,720	100%	\$ 0	\$ 15,071
Software Summary	\$ 0	0%	\$ 0	\$ 0
Services Summary	\$ 0	0%	\$ 0	\$ 0

Total Price (USD)	\$ 0
-------------------	------

Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 15,071
Annual SW Maintenance Fee	\$ 0

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations)

Apr 09 08 02:23p

Page 3 of 3

EMC²
where information lives

176 SOUTH ST
HOPKINTON, MA 01748
United States

Prepared For:
LEHMAN BROTHERS INC

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Bill To:
LEHMAN BROTHERS INC
Accounts Payable

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Quote

Quote Prepared By: Johnson, Tjuana A
Email: johnson_tajna@emc.com
Quote #: 1001636605
Date: 09-Apr-2008
Contract:
GSA Deal? No

Ship To:
LEHMAN BROTHERS INC
Phil Smith

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Install:
LEHMAN BROTHERS INC
Phil Smith
201-490-4447
70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint L/P Annual (USD)
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Notes

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer, or, if none, to the appropriate, then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)
Lease of Products - EMC's Master Lease Agreement (MLA)

Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit

Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)

Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities, if any, during the EMC warranty and/or maintenance period. If Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or services whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative

By (Sign) _____

Name (Print) _____

Title _____

Date _____

Rev 060501

EMC Confidential

Jul 03 08 11:42a

p. 1

SO# 62 773 709

Fax Cover Sheet



DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all MODELS that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 7/3/2008

From: Loren Bednor To: Erin O'Leary

GRO Analyst:* O'LEARY, ERIN

Quote Number:* 1 0 0 1 7 6 4 2 5 4

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: Email

Doc. Type 2: EMC Quote Proposal

**** Comments ****

* Required field for OCR

Jul 03 08 11:43a

P. 2

Delane Division
Pre-Approval Form

PROCESS: This completed form should be sent to your DM, then to the AM, who will send their approval to the Business Manager. Upon approval by the Business Manager, the coordinator can have corporate book the order

Account Name:	Lehman
District Manager:	Mike Wing
Rep:	Toni Johnson
Quote #:	1001764254
Cost (COGS from DXP quote analysis):	\$21,693
Anticipated Revenue: (if applicable)	\$0
Date needed and why (if applicable). Date should tie to a migration schedule, install date or start of POC ASAP/today is not acceptable	6/30/2008
Date requested	7/9/2008
Type of Order: (select from menu)	Loan
Loan/Eval Period- expiration date (if applicable)	12/1/2008
Type of cab or upgrade (or attach copy of Quote Analysis) Ex: DMX2000, NS700	
Services required (if services are required, which CSM/L was contacted and when? What is the date POC services need to commence?)	
Justification:	Migration
Detailed Justification:	In Q12008 we sold Lehman a DMX950 with 1TB drives. 1 TB drives require Lehman to increase their hyper sizes. Migrating data from smaller to larger hyper sizes and retaining the ability to grow into the additional spaces requires a different migration than SRDF. To facilitate this move we need temporary space to move the data before the final move to the larger hypers. By loaning Lehman these drives EMC will be used to move the data instead of Incept's LUN Stacking solution.

Guidelines:

Definitions: Evals will convert to revenue, loaners will return to EMC, swaps the old gear will return to EMC and new gear remain at the customer, \$0 sales are giveaways

Detailed justification must include a compelling reason to send the specific equipment. The promise of a future deal is not adequate

Several fields will be used for tracking, including return date and justification- please make these as accurate as possible

Railkits, cables, and other small requests should be \$0 sales due to the effort involved in tracking RMA's.

Multiple quotes can go on 1 form, with total cogs and equipment lists.

Required for Swaps:	Model/Description/Count- from DXP	COGS
Items needed- this request		
Items to be returned- from original sale		
Original SO# and date		

5

JUL 03 08 11:43a

p. 3

Page 1 of 2

Bednor, Loren

From: Stewart, Seth
Sent: Tuesday, July 01, 2008 6:04 PM
To: Johnson, Toni; OBrien, Andy
Cc: Grynberg, Mike; Wing, Michael; Bednor, Loren; Gonzalez, Belinda
Subject: RE: Lehman - Value Storage Loaner drives

Approved.

From: Johnson, Toni
Sent: Monday, June 30, 2008 4:22 PM
To: OBrien, Andy; Stewart, Seth
Cc: Grynberg, Mike; Wing, Michael; Bednor, Loren; Gonzalez, Belinda
Subject: FW: Lehman - Value Storage Loaner drives

Seth & Andy,

Attached is a request for (44) 300GB (COGs \$21,693) drives to assist Lehman with the migration to Value Storage. We have met with Lehman's System Admins, Sara and Mark's teams and gotten approval from all for our migration strategy using EMC and SANpulse only. By lending these drives to Lehman we keep Incipient out of Lehman as a migration solution. Please review and let me know if you have any questions. We need to get these drives on site by early next week to keep the migrations on schedule.

Thanks.

Toni Johnson
Senior Account Manager
EMC²
2 Penn Plaza - 18th Floor
New York, NY 10001
Mobile: 973 641-6123
Direct: 212-937-2624
Fax: 212-564-6909
Email: johnson_toni@emc.com



7/3/2008

P. 4

JUL 03 08 11:43a

Page 1 of 3

EMC²
where information lives

176 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tiyana A
Email: johnson_toni@emc.com
Quote #: 1001764254
Date: 03-Jul-2008
Contract:
GSA Deal? No

Prepared For: LEHMAN BROTHERS Bill House 570-807-6589 40 CORPORATE PL S PISCATAWAY NJ 08854 US	Bill To: LEHMAN BROTHERS ATTN: ACCOUNTS PAYABLE PO BOX 2339 SECAUCUS, NJ 07098 US	Ship To: LEHMAN BROTHERS Bill House 570-807-6589 40 CORPORATE PL S PISCATAWAY NJ 08854 US	Install: LEHMAN BROTHERS Rick Salmen 201-499-9812 40 CORPORATE PL S PISCATAWAY NJ 08854 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
Value Storage adding to support 800 LUNS								
SYSTEM			UPGRADE SOLUTION					
1	4	DF4103001BU	300GB 10K 205 P:GB0NEDRV U	EA	15,900	100%	0	830
2	5	DF4103008BU	300GB 10K 2071 39GB7+1 U	EA	159,000	100%	0	8,300
3	1	6S-CNFG3-120	CONFIG3 120 DRIVES	EA	0	0%	0	0
Hardware Sub-total					\$ 174,900	100%	\$ 0	\$ 9,130

Configuration Sub-total

Hardware Sub-total	\$ 174,900	100%	\$ 0	\$ 9,130
Software Sub-total	\$ 0	0%	\$ 0	\$ 0
Services Sub-total	\$ 0	0%	\$ 0	
Maintenance and Warranty Upgrade Sub-total	\$ 0	0%	\$ 0	
Configuration Total	\$ 174,900	100%	\$ 0	\$ 9,130

Jul 03 08 11:43a

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176 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnston, Tijuana A.
Email: johnston_toni@emc.com
Quote #: 1001704254
Date: 03-Jul-2008
Contract:
GSA Deal? No

Prepared For: LEHMAN BROTHERS Bill House 570-607-6569 40 CORPORATE PL S PISCATAWAY, NJ 08854 US	Bill To: LEHMAN BROTHERS ATTN: ACCOUNTS PAYABLE PO BOX 2339 SECAUCUS, NJ 07068 US	Ship To: LEHMAN BROTHERS Bill House 570-607-6569 40 CORPORATE PL S PISCATAWAY, NJ 08854 US	Install: LEHMAN BROTHERS Rick Salmon 201-409-9012 40 CORPORATE PL S PISCATAWAY, NJ 08854 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Mount LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 174,000	100%	\$ 0	\$ 0,130
Software Summary	\$ 0	0%	\$ 0	\$ 0
Services Summary	\$ 0	0%	\$ 0	

Total Price (USD)	\$ 0
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Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 0,130
Annual SW Maintenance Fee	\$ 0

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations).

Jul 03 08 11:44a

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176 SOUTH ST
HOPKINTON, MA 01748
United States

Quote

Quote Prepared By: Johnson, Tijuana A
Email: johnson_joni@emc.com
Quote #: 1001764254
Date: 03-Jul-2006
Contract
OSA Des? No

Prepared For: LEHMAN BROTHERS Bill To: 570-007-6589 40 CORPORATE PL S PISCATAWAY, NJ 08854 US			Bill To: LEHMAN BROTHERS ATTN: ACCOUNTS PAYABLE PO BOX 2339 SECAUCUS NJ 07098 US			Ship To: LEHMAN BROTHERS Bill To: 570-007-6589 40 CORPORATE PL S PISCATAWAY NJ 08854 US			Install: LEHMAN BROTHERS Rick Salmon 201-469-6612 40 CORPORATE PL S PISCATAWAY, NJ 08854 US		
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)			

Notes

Notes

This Quote is subject to the terms and conditions specified in the applicable signed agreement between EMC and Customer or, if none, to the appropriate then current, standard EMC Agreement for the products or services quoted. These standard agreements, copies of which shall be made available upon request, are:

Equipment and Software - EMC's Basic Ordering Agreement (BOA)
Lease of Products - EMC's Master Lease Agreement (MLA)
Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit
Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)
Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

The prices on this Quote are dependent upon EMC's use of its applicable remote access capabilities. If any, during the EMC warranty and/or maintenance period, if Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current standard surcharge for all impacted products during the affected portion of the EMC warranty and/or maintenance period.

SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, this Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative
By (Sign) _____
Name (Print) _____
Title _____
Date _____

Rev 060501

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LEHMAN BROTHERS

7/3/2008 10:11 AM PAGE 1/001 Fax Server

SCHEDULE

Basic Loaner Agreement

EMC Corporation
171 South St.
Hopkinton, MA 01748

This Schedule does hereby incorporate by reference the terms and conditions of the Basic Loan Agreement that is dated on or about 7.2.2008 (the "BLA") between EMC and the Customer Identified in the signature block at the end of this Schedule. The Schedule Effective Date is the last date of signature below.

1.0 LOAN PERIOD: - The Loan Period begins on delivery of the Products and unless otherwise sooner terminated in accordance with the BLA, shall terminate on the 1 day of DECEMBER, 2008.

2.0 INSTALLATION SITE - The Product(s) shall be installed and used only at: LEHMAN BROTHERS
40 CORPORATE PLACE 5, PISCATAWAY, N.J. 08854

3.0 LIST OF PRODUCT(S)

A. EQUIPMENT LIST

Part/Model/Serial No.	Description	Quantity
DF4103001BW	300GB DRIVES - SPARES	4
DF4103001BW	300GB DRIVES - 7+1	5

B. SOFTWARE LIST

Part/Model No.	Description	Quantity

4.0 RENTAL FEE: The monthly rental fee which Customer agrees to pay EMC should the Products not be returned by the date specified in paragraph 1.0 above shall be \$ 0.

IN WITNESS WHEREOF, the parties have caused this Schedule to be signed on the respective dates indicated below.

EMC Corporation ("EMC")

("CUSTOMER")

By: _____

By: Magan Saini

Name (Print): _____

Name (Print): MAGAN SAINI

Title: _____

Title: VP

Date: _____

Date: 07/03/2008

Aug 29 08 11:03a

p. 1

SO# 62860756



Fax Cover Sheet

DMS Document Type: Sales Orders
Fax #: 1-508-898-4411

Is order Shipping (Select one): ☐
If partial shipment, list all **MODELS** that should NOT ship
in the ****Comments**** section below.

List all RMA's in the "Comments" section below if applicable:

Total Pages: _____

Date: 8/29/2008

From: Loren Bednor To: _____

GRO Analyst:* LUGINBUHL, NICOLE

Quote Number:* 1 0 0 1 8 6 5 5 6 7

Bill To Customer: Lehman Brothers

Ship To Customer: Lehman Brothers

Install At Customer: _____

EMC/ESG Order _____

Doc. Type 1: _____

Doc. Type 2: _____

**** Comments ****

* Required field for OCR

Aug 28 08 11:03a

Delane Division
Pre-Approval Form

PROCESS: This completed form should be sent to your DM, then to the AM, who will send their approval to the Business Manager. Upon approval by the Business Manager, the coordinator can have corporate book the order.

Account Name:	Lehman
District Manager:	Mike Wing
Rep:	Toni Johnson
Quote #:	1001865567
Cost (COGS from DXP quote analysis):	\$21,404
Anticipated Revenue: (if applicable)	\$0
Date needed and why (if applicable) Date should tie to a migration schedule, install date or start of POC ASAP today is not acceptable	9/8/2008
Date requested	8/28/2008
Type of Order: (select from menu)	Loan
Loan/Eval Period- expiration date (if applicable)	3/31/2009
Type of cab or upgrade (or attach copy of Quote Analysis) Ex: DMX2000, NS700	See attachment
Services required (if services are required, which CSM/L was contacted and when? What is the date POC services need to commence?)	
Justification:	Proof of Concept
Detailed Justification:	Lehman is upgrading to Exchange 2007. We are competing against a DAS solution proposed by Microsoft and HP

Guidelines:

Definitions. Evals will convert to revenue, loaners will return to EMC, swaps the old gear will return to EMC and new gear remain at the customer, \$0 sales are giveaways

Detailed justification must include a compelling reason to send the specific equipment. The promise of a future deal is not adequate

Several fields will be used for tracking, including return date and justification- please make these as accurate as possible

Railkits, cables, and other small requests should be \$0 sales due to the effort involved in tracking RMA's.

Multiple quotes can go on 1 form, with total cogs and equipment lists

Required for Swaps:	Model/Description/Count- from DXP	COGS
Items needed- this request		
Items to be returned- from original sale		
Original SO# and date		\$ -

Aug 29 08 11:04a

Page 1 of 4

Bednor, Loren

From: Stewart, Seth
Sent: Thursday, August 28, 2008 2:59 PM
To: Johnson, Toni
Cc: Bednor, Loren; Wing, Michael; Grynberg, Mike; OBrien, Andy
Subject: RE: Lehman - Loaner Request

Thanks Toni. Allocations (Don Ho) has said he can work some magic and secure the box in early October.

Loren - please move forward with the AX4 and DMX4 requests. Hold off until October to process the DMX3. Let me know if you have any questions

From: Johnson, Toni
Sent: Thursday, August 28, 2008 2:08 PM
To: Stewart, Seth
Cc: Bednor, Loren; Wing, Michael; Grynberg, Mike; OBrien, Andy
Subject: RE: Lehman - Loaner Request

Seth,

We can wait until Oct, but we must have a DMX3. The DMX3 will be used to test features; software and microcode before it's rolled out onto DMX3 in production.

Thanks.

Toni Johnson
Senior Account Manager
EMC²
2 Penn Plaza - 18th Floor
New York, NY 10001
Mobile: 973 641-6123
Direct: 212-937-2624
Fax: 212-564-6909
Email: johnson_toni@emc.com



8/29/2008

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Aug 29 08 11:04a

Page 1 of 3

Quote

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176 SOUTH ST
HOPKINTON, MA 01748
United States

Quote Prepared By: Quota House, North America
Email:
Quota #: 1001685587
Date: 29-Aug-2008
Contract:
GSA Deal? No

Prepared For: LEHMAN BROTHERS	Bill To: LEHMAN BROTHERS ATTN: ACCOUNTS PAYABLE	Ship To: LEHMAN BROTHERS Phil Smith 201-489-6500 70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US	Install: LEHMAN BROTHERS 70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US
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Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
Lehman Lab AX4-6F								
SYSTEM P51 FOR AX4-5								
1	1	AX4-6F	2U DUAL SP DPE FC FRONT END W 1U SPS	EA	8,875	100%	0	1,260
2	3	AX4-6DAE	2U SAS/SATA 12 DRIVE DAE	EA	9,000	100%	0	3,105
3	1	V-AX4514615K	4 - 146 GB 15K SAS W VAULT SOFTWARE	EA	2,080	100%	0	0
4	44	AX-SS15-146	146GB 15K SAS DRIVE	EA	22,880	100%	0	0
5	1	AX4-5SPS	SECOND SPS OPTIONAL	EA	690	100%	0	0
6	4	AX4-5CTO	FACTORY CONFIG SERVICES AX4-6 DPE / DAE	EA	100	100%	0	0
7	1	AX4-6EXPAN	AX4-6 Expansion Pack	EA	2,600	100%	0	0
8	4	AX13-PWR 12	2 C13 PWRCORDS W NEMA 5-15 PLUGS 125V 16A	EA	0	0%	0	0
Hardware Sub-total					\$ 40,125	100%	\$ 0	\$ 4,460

Configuration Sub-total

Hardware Sub-total	\$ 40,125	100%	\$ 0	\$ 4,460
Software Sub-total	\$ 0	0%	\$ 0	\$ 0
Services Sub-total	\$ 0	0%	\$ 0	
Maintenance and Warranty Upgrade Sub-total	\$ 0	0%	\$ 0	
Configuration Total	\$ 40,125	100%	\$ 0	\$ 4,460

Aug 29 08 11:04a

Page 2 of 3

EMC²
where information lives

176 SOUTH ST
HOPKINTON, MA 01748
United States

Prepared For
LEHMAN BROTHERS

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Bill To:
LEHMAN BROTHERS
ATTN: ACCOUNTS PAYABLE

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Quote

Quote Prepared By: Quota House, North America
Email:
Quote #: 1001865567
Date: 29-Aug-2008
Contract:
GSA Deal? No

Ship To:
LEHMAN BROTHERS
Phil Smith
201-488-8600
70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Install:
LEHMAN BROTHERS

70 HUDSON ST
FL 9
JERSEY CITY, NJ 07302
US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Proposal Summary

Hardware Summary	\$ 46,125	100%	\$ 0	\$ 4,450
Software Summary	\$ 0	0%	\$ 0	\$ 0
Services Summary	\$ 0	0%	\$ 0	

Total Price (USD)	\$ 0
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Post Coverage Maintenance Fees

Annual HW Maintenance Fee	\$ 4,450
Annual SW Maintenance Fee	\$ 0

Note: These prices reflect the maintenance price of any model on this quote for which EMC sells maintenance. Also, the highest level of maintenance is assumed if maintenance was not already ordered for those items (if maintenance was ordered, the level ordered will be used for these calculations)

Aug 29 08 11:05a

Page 3 of 3

Quote

EMC²
where information lives

175 SOUTH ST
HOPKINTON, MA 01740
United States

Quote Prepared By: Quote House, North America

Email:

Quote #: 1001895507

Date: 29-Aug-2008

Contract:

GSA Deal? No

Prepared For: LEHMAN BROTHERS	Bill To: LEHMAN BROTHERS ATTN: ACCOUNTS PAYABLE	Ship To: LEHMAN BROTHERS Phil Smith 201-480-6600 70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US	Install: LEHMAN BROTHERS
70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US	70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US		70 HUDSON ST FL 9 JERSEY CITY, NJ 07302 US

Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total Deal Price (USD)	Maint LP Annual (USD)
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Notes

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Lease of Products - EMC's Master Lease Agreement (MLA)

Maintenance Services - EMC's Continuous Coverage Product Maintenance Agreement (CCPM) or Support Exhibit

Consulting, Technical Solutions, Professional or customized Training Services - EMC's Consulting and Training Services Agreement (CTS)

Subscriptions - EMC's Subscription Agreement

Unless specified otherwise in the terms and conditions specified in an applicable signed agreement between EMC and Customer, if any, the warranty for Equipment upgrades and add-ons is co-terminus with that of the existing system in which the upgrade or add-on is installed. Pricing is valid for a period of thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges. Customer Education Passports are valid for one (1) year from date of invoice.

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SPECIAL NOTICE FOR EMC SELECT PRODUCTS: Notwithstanding any contrary terms or conditions in any agreement between the parties, or any order submitted by or Quote accepted by, Customer, all products distributed by EMC pursuant to the "EMC Select" program are pass-through products only and are not covered by any warranty obligation from EMC and are not covered by any maintenance or service provision by EMC. EMC does not assume any liability to Customer for such EMC Select products or service whatsoever. Customer shall have recourse only to the manufacturer, not EMC, for all such warranty, service or support obligations. Customer's purchase order for EMC Select Products signifies agreement to these terms. EMC Select Products are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

SPECIAL NOTICE FOR EMC SOFTWARE: Additional use rights and restrictions governing Software are listed on the EMC Product Notice website located at: http://www.emc.com/products/warranty_maintenance/index.jsp

Customer may accept this Quote by (i) signing the Quote and returning it to EMC, (ii) issuing a purchase order to EMC for the products and/or services identified on the Quote, or (iii) sending an email or other writing to EMC accepting the Quote. Once accepted, the Quote, including the payment obligations, becomes a binding order under the applicable agreement.

Agreed by the undersigned, authorized Customer representative

By (Sign) _____

Name (Print) _____

Title: _____

Date: _____

Rev 060501

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